



City Council Business Meeting Agenda  
May 10, 2022  
6:30 PM

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Mayor: Robert Duncan  
Council President: Mike Caughey  
Councilors: Kimberly Downey, Robert Boese, Adam Keaton, Randy Klemm, and  
Charlotte Thomas.  
Meeting Location: Harrisburg Municipal Center 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. *Meetings are held in a facility that is disinfected. Masks are not required at this time, but the City does ask anyone running a fever, having an active cough or respiratory difficulties, not to attend.*
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.)

**ORDINANCES**

- 1. THE MATTER OF THE BNSF FRANCHISE AGREEMENT EXTENSION AND APPROVING ORDINANCE NO. 982, “AN ORDINANCE AMENDING ORDINANCE NO. 798, EXTENDING THE LENGTH OF THE FRANCHISE BY 180 DAYS AND DECLARING AN EMERGENCY”**

**STAFF REPORT:**

Exhibit A: Current Franchise Agreement – Ordinance No. 798

Exhibit B: Amending Ordinance No. 982

**ACTION: MOTION TO APPROVE ORDINANCE NO. 982, “AN ORDINANCE AMENDING ORDINANCE NO. 798, EXTENDING THE LENGTH OF THE FRANCHISE BY 180 DAYS AND DECLARING AN EMERGENCY”**

**NEW BUSINESS**

- 2. THE MATTER OF A PROCLAIMING MAY 2022 AS MENTAL HEALTH MONTH IN HARRISBURG**

**STAFF REPORT:**

Exhibit A: Proclamation

Exhibit B: Mental Health and Crisis Resources

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

- 3. THE MATTER OF A DISCUSSION IN RELATION TO THE LAW ENFORCEMENT SERVICES CONTRACTS WITH LCSO AND CITY OF COBURG**

**STAFF REPORT:**

Exhibit A: Current LCSO IGA/Contract

Exhibit B: Current Coburg IGA/Contract

Exhibit C: Coburg Email & Hourly Quote

Exhibit D: Draft Coburg Proposed Contract

**ACTION: TBD – Motions are located at the bottom of this staff report**

**4. THE MATTER OF REVIEWING AND APPROVING RECOMMENDATIONS OF THE 2ND BID FOR THE NEW NORTH AND SOUTH WATER TREATMENT FACILITIES**

**STAFF REPORT:**

Exhibit A: Recommendation Letter

**ACTION: TBD**

**5. THE MATTER OF APPROVING A PARADE PERMIT FOR THE HARRISBURG OLD-FASHIONED 4TH OF JULY PARADE**

**STAFF REPORT:**

Exhibit A: 4th of July Parade/ODOT Parade Permit Packet

**ACTION: MOTION TO APPROVE THE PARADE PERMIT FOR THE HARRISBURG 2022 OLD-FASHIONED 4TH OF JULY PARADE**

**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: Harrisburg City Council Minutes for February 8, 2022

Exhibit B: Harrisburg City Council Minutes for February 22, 2022

Exhibit C: Payment Approval Report for April 2022

Exhibit D: Planning Commission Minutes for April 19, 2022

Exhibit E: Municipal Court Collections Report April 2022

Exhibit F: Municipal Court Citation Report April 2022

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

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

**Harrisburg City Council Minutes for February 8 and February 22, 2022**

**The Payment Approval Report for April 2022**

**CITY ADMINISTRATORS VERBAL REPORT**

1. Status of Franchises
2. Or-Cal
3. LOC Luncheon

**OTHER ITEMS**

**ADJOURN**

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

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**THE MATTER OF THE BNSF FRANCHISE AGREEMENT EXTENSION AND APPROVING ORDINANCE NO. 982, “AN ORDINANCE AMENDING ORDINANCE NO. 798, EXTENDING THE LENGTH OF THE FRANCHISE BY 180 DAYS AND DECLARING AN EMERGENCY”**

**STAFF REPORT:**

- Exhibit A: Current Franchise Agreement – Ordinance No. 798
- Exhibit B: Amending Ordinance No. 982

**ACTION: MOTION TO APPROVE ORDINANCE NO. 982, “AN ORDINANCE AMENDING ORDINANCE NO. 798, EXTENDING THE LENGTH OF THE FRANCHISE BY 180 DAYS AND DECLARING AN EMERGENCY”**

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**THIS AGENDA BILL IS DESTINED FOR:** Agenda – May 10, 2022

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

**STAFF RECOMMENDATION:**  
**Staff recommends Council approve Ordinance No. 982**

**BACKGROUND INFORMATION:**  
City Staff and the City Attorney, Jim Brewer, have now met on two different dates with the Burlington Northern Santa Fe Railroad (BNSF), Genesee Wyoming Railroad (GWRR)/Portland & Western Railroads (PNWR) teams. The first meeting was held on January 13th, with the second meeting held on March 25th, 2022. Staff was also present at a grant meeting on April 8, 2022, with staff from the BNSF Grants team.

The Council held a brief Executive Session and discussion in relation to the franchise agreement on April 24, 2022. This proposed Ordinance amendment was discussed and is now being forwarded for your approval. Extending the original deadline on the franchise agreement will give the parties the opportunity to complete engineering and cost assessments in the upcoming months. The extension of the agreement will be until December 30, 2022, unless it is extended by the mutual agreement of both the City, and BNSF.

**REVIEW AND APPROVAL:**

05/02/2022  
Michele Eldridge/City Administrator Date

## ORDINANCE NO. 798

AN ORDINANCE RENEWING THE FRANCHISE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, AND SUPERCEDING ORDINANCE NO. 464 AND TO DECLARE AN EMERGENCY.

WHEREAS, the CITY OF HARRISBURG has determined it appropriate and in the best interests of the public to allow The Burlington Northern and Santa Fe Railway Company the nonexclusive privilege of using the public way to construct and maintain private commercial facilities within the corporate limits of the City; now, therefore,

THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

**SECTION 1: Definition of Terms**

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

- A. **"City"** means the City of Harrisburg, Oregon, or the lawful successor, transferee, or assignee thereof.
- B. **"Grantee"** means The Burlington Northern And Santa Fe Railway Company, or the lawful successor, transferee, or assignee thereof.
- C. **"Person"** means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- D. **"Public Way"** shall mean any public street, highway, bridge, alley, court, sidewalk, parkway, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the City.
- E. **"Rail Facilities"** means all railroad and associated structures located in the public way owned by Grantee for use by Grantee in providing rail services.

**SECTION 2: Grant of Franchise**

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

**2.2 Other Ordinances.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance are not preempted by federal and/or state law and do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither the City nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise.

**2.3 Term.** The Franchise granted hereunder shall be for an initial term of twenty (20) years commencing July 1, 2002, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

**SECTION 3: Standards of Service**

**3.1 Conditions of Use.**

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

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

C. For single or double track construction, the track or tracks shall be constructed as near the center of the street as reasonably practicable; provided, however, that to the extent not preempted by federal and/or state law, no railcar shall intentionally block any public right of way for more than 20 minutes, except where due to the mechanical failure of the trains or where such condition is beyond the reasonable control of Grantee.

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

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

**3.2 Preservation of Public Ways.**

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

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

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

**SECTION 4: Regulation by the City**

**4.1 Franchise Fee.**

A. The Grantee shall pay to the City a fee of \$6,690 ("Franchise Fee") equal to \$3.00 per lineal foot of rail facilities, with the Franchise Fee increasing annually by 3% each July 1<sup>st</sup>, with the first increase on July 1, 2003. The Franchise Fee payment shall be paid annually, by August 1<sup>st</sup> of each year, beginning August 1, 2002. If there is less than a full year at the start or conclusion of the franchise agreement, the Franchise Fee shall be prorated during those periods. If amount of lineal rail foot should change under this agreement, the Franchise Fee shall be adjusted accordingly.

B. The payment of the Franchise Fee shall not be credited toward the payment of property taxes or payments in lieu thereof, nor any tax adopted by the City, nor credited toward any permit fees required by the Harrisburg code.

C. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any Franchise Fee payable hereunder shall be four (4) years from the date on which payment by the Grantee is due.

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



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

**SECTION 5: Books and Records**

Grantee shall maintain "as built" drawings for the rail facilities at Grantee's business office, and make them available to the City for inspection during normal business hours upon written request by City.

**SECTION 6: Enforcement and Termination of Franchise**

**6.1 Notice of Violation.** In the event that the City believes that the Grantee has not complied with the terms of the Franchise, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the City shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

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

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

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

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

**6.5 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to

noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control.

**SECTION 7: Miscellaneous Provisions**

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

**7.2 Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the City. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

**7.3 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the City or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

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

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

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

Ken Iverson  
Director of Administration, Northwest Division  
2454 Occidental Avenue South #1-A  
Seattle, WA 98134

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

**7.4 Descriptive Headings.** The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

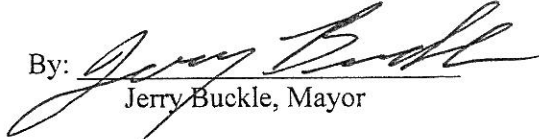
**7.5 Severability.** If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on

the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

7.6 **Effective Date.** Inasmuch as this ordinance is necessary for the immediate preservation of the peace, health and safety of the City of Harrisburg, Oregon, an emergency is hereby declared to exist and this ordinance and Franchise shall be in full force and effective as of July 1, 2002, pursuant to the provisions of applicable law. This Franchise shall expire on June 30, 2022, unless extended by the mutual agreement of the parties.

**INTRODUCED AND ADOPTED** by the City Council of the City of Harrisburg and signed by me in authentication of its passage this 20th day of JUNE, 2002.

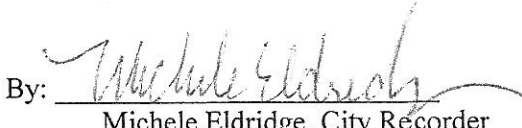
**CITY OF HARRISBURG, OREGON**

By:   
Jerry Buckle, Mayor

AYES: 5

NAYS: 0

**ATTEST:**

By:   
Michele Eldridge, City Recorder

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2002, subject to applicable federal, state and local law.

The Burlington Northern And Santa Fe Railway Company

Signature: \_\_\_\_\_

**ORDINANCE NO. 982**

**AN ORDINANCE AMENDING ORDINANCE NO. 798, EXTENDING THE LENGTH OF THE FRANCHISE BY 180 DAYS AND DECLARING AN EMERGENCY**

WHEREAS, at its regular meeting of June 26, 2002, the City Council of the City of Harrisburg enacted Ordinance No. 798 and granted the Burlington Northern and Santa Fe Railway a franchise for the placement of railway facilities within the City of Harrisburg, and

WHEREAS, the franchise granted by Ordinance No. 798 will expire June 30, 2022; and

WHEREAS, the City informed the Burlington Northern and Santa Fe Railway that the City is not willing to enter into a new franchise because of the deteriorating condition of the right of way along Fourth Street; and

WHEREAS, the City and the Burlington Northern and Santa Fe Railway have met twice and are currently negotiating a resolution that requires information about design, engineering, and cost assessment; and

WHEREAS, the time to produce the information necessary for a successful resolution to this issue is 180 days.

NOW, THEREFORE, The City Council of the City of Harrisburg does hereby ordain as follows:

Section 1. Section 7.6 of Ordinance No. 798 is amended to read as follows:

**7.6 Effective Date.** Inasmuch as this ordinance is necessary for the immediate preservation of the peace, health and safety of the City of Harrisburg, Oregon, an emergency is hereby declared to exist and this ordinance and Franchise shall be in full force and effective as of July 1, 2002, pursuant to the provisions of applicable law. This Franchise shall expire on December 30, 2022, unless extended by the mutual agreement of the parties.

PASSED BY THE COUNCIL: \_\_\_\_\_

APPROVED BY THE MAYOR: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

\_\_\_\_\_  
Mayor Robert C. Duncan

ATTEST:

\_\_\_\_\_  
Lori Ross, City Recorder

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

**THE MATTER OF A PROCLAIMING MAY 2022 AS MENTAL HEALTH MONTH IN HARRISBURG**

**STAFF REPORT:**

- Exhibit A: Proclamation
- Exhibit B: Mental Health and Crisis Resources

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

**THIS AGENDA BILL IS DESTINED FOR:** Agenda – May 10, 2022

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

**STAFF RECOMMENDATION:**  
**Staff recommends the Mayor set May as Mental Health Month in Harrisburg**

**BACKGROUND INFORMATION:**  
The Linn County Mental Health Advisory Board asks Mayor Duncan to approve a proclamation (**EXHIBIT A**) naming May 2022 as Mental Health Month in Harrisburg on an annual basis.

Dick Knowles is the Chairperson for the Linn County Mental Health Advisory Board. He has stated that they will try to have someone present for the reading of the Proclamation. He has also provided a Mental Health and Crisis Resource page, (**EXHIBIT B**) that people might be interested in if they or someone they know needs some support during these challenging times.

**REVIEW AND APPROVAL:**

*Lori Ross*                      05/02/22  
 \_\_\_\_\_                      Date  
 Lori Ross  
 City Recorder



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

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

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

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

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

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

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

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

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

THEREFORE, I Mayor Robert Duncan, do hereby proclaim May, 2022 as Mental Health Awareness Month in Harrisburg. As the Mayor of Harrisburg, I also call upon the citizens, governmental agencies, public and private institutions, businesses, and schools in Harrisburg to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Proclaimed the 10<sup>th</sup> of May, 2022: \_\_\_\_\_

Mayor Robert Duncan

Attest: \_\_\_\_\_

# Mental Health and Crisis Resources

## Linn County Crisis Services

24 hours a day / 7 days per week  
Crisis screening, telephone triage  
Crisis Line: 541-967-3866 or 800-304-7468

## Linn County Mental Health

Monday – Friday 8:30 am – 5:00 pm  
541-967-3866 (Albany)  
541-451-5932 (Lebanon)  
541-367-3888 (Sweet Home)  
TTY/TTD: 1-800-735-2900

## Linn County Alcohol and Drug

Monday – Friday 8:30 am – 5:00 pm  
541-967-3819 (Albany)  
541-451-5932 (Lebanon)

## National Suicide Prevention Lifeline

24 hours a day / English and Spanish  
Suicide Lifeline: 800-273-8255  
Text: 273TALK to 839863  
Online chat:  
<https://suicidepreventionlifeline.org/chat/>

## National Crisis Text Line

Text: OREGON to 741741

## Veterans Crisis Line

800-273-8255 and press 1  
Text: 838255  
Online chat:  
<https://www.veteranscrisisline.net/get-help/chat>

## David Romprey Oregon Warm Line

800-698-2392  
(9:00am-11:00pm Daily)  
Description – Peer operated, the warmline provides people the opportunity to connect with other individuals (peers) who have had similar shared life experiences.

## Lines for Life

24 hours a day/everyday  
Suicide Lifeline: 800-273-8255

## Military Helpline

888-457-4838  
Text: MIL1 to 839863 (8:00pm – 6:00 pm PT)  
Description: Support for service members, veterans, and their families.

## Senior Loneliness Line

503-200-1633  
Description: We support seniors in our community who are feeling lonely and having difficulty connecting.

## YouthLine

877-968-8491  
Text: teen2teen to 839863  
Chat: [www.oregonyouthline.org](http://www.oregonyouthline.org)  
Description: A teen-to-teen crisis and help line. Contact us with anything that may be bothering you; no problem is too big or too small! Teens available to help daily from 4:00pm-10:00pm (off-hour calls answered by Lines for Life).

## NAMI (National Alliance on Mental Illness) Mid-Valley

541-745-2064 (not a crisis line)  
[www.namimidvalley.org](http://www.namimidvalley.org)

## Institute on Aging: Senior Friendship Line

800-971-0016  
Description: 24-hour toll-free hotline for people aged 60+ and adults living with disabilities. The Friendship Line is both a crisis intervention hotline and a warmline.

## Trevor Project (LGBTQ+)

866-488-7386  
Text: START to 678-678

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

**THE MATTER OF A DISCUSSION IN RELATION TO THE LAW ENFORCEMENT SERVICES CONTRACTS WITH LCSO AND CITY OF COBURG**

**STAFF REPORT:**

- Exhibit A: Current LCSO IGA/Contract
- Exhibit B: Current Coburg IGA/Contract
- Exhibit C: Coburg Email & Hourly Quote
- Exhibit D: Draft Coburg Proposed Contract

**ACTION:** **TBD – Motions are located at the bottom of this staff report**

**THIS AGENDA BILL IS DESTINED FOR:** Agenda – May 10, 2022

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
\$0 to \$41,030 as recommended: \$21,074	Yes	General Fund

**STAFF RECOMMENDATION:**

**Staff recommends the City Council discuss and proceed with the option shown in Table No. 8.**

**BACKGROUND INFORMATION:**

The City of Harrisburg currently holds two different contracts for Law Enforcement Services. When City staff were determining what numbers to use for our budget forecasting, we knew that the cost of living was at 8% for just the last month alone. We therefore forecasted both contracts to have an increase of 10% for planning purposes, to ensure that we had adequate funds to keep the same level of service, if at all possible.

The first contract is with the Linn County Sheriff’s Office (LCSO), as shown in **Exhibit A**. This was a 3-year contract that ends this year on June 30, 2022. The 3-year timeframe is tied into their collective bargaining schedule. LCSO provides us with all basic law enforcement services, including crime, traffic, code enforcement, and traffic enforcement. The contract provided in **Exhibit A** shows that there was a standard increase for cost-of-living from year to year. Our current contract stands at 3300 hours annually, as shown below:



Table 1

Current Hourly Rate & Contracted Hours - LCSO		
2019-2020	2020-2021	2021-2022
\$70.85/hour	\$72.99/hour	\$75.51/hour
275/month	275/month	275/month
Contract Amounts @ 3300 hours annually		
\$233,805	\$240,867	\$249,183

We also have a specific number of deputies working during our special events, which are the Light Parade, and the Old Fashioned 4<sup>th</sup> of July. These hours are incorporated into our monthly hour allotment. Staff doesn't currently recommend any changes to this schedule.

Table 2

Special Event	# of Deputies	# Total Hours
4 <sup>th</sup> of July Parade	4	36
Christmas Light Parade	2	4

Sheriff Duncan has now completed the collective bargaining process with LCSO employees. She noted that a 5% COLA (Cost of Living Adjustment), with a 3% market adjustment raise for a total of 8% was provided to their employees, along with a longevity pay step at 20 years. She felt that an 8% increase was likely too steep for cities to absorb, so she capped it a 5% increase for the next year, and also asked for a 4% COLA to apply to each year for the following two years. Based on our current contracted hours, if there were no changes; the following would be the result of a new contract.

Table 3

Projected LCSO Contract – No changes								
2022-2023			2023-2024			2024-2025		
\$79.29/hour	3300	\$261,657	\$82.46	3300	\$272,118	\$85.76	3300	\$283,008

In the past, the City has asked LCSO to provide more hours in terms of traffic enforcement, but as noted by LCSO, it is too difficult to track, and with their schedules, too difficult to try to break it out into quantifiable numbers. Therefore, the current contract that is shown, no longer breaks out an hourly goal in terms of traffic enforcement. They now emphasize warnings and citations in the reported monthly statistics.

Consequently, the City decided to contract out to another law enforcement agency, on a trial basis for traffic enforcement services. The City of Coburg has held a contract for traffic enforcement since February 1, 2020. This contract (**Exhibit B**) also ends on June 30, 2022. The agreements that have been in place since 2020 is shown in table 4 below.

Table 4

<b>Hourly Rate and &amp; Contracted Hours – Coburg Police</b>	
Feb 1, 2020 – Dec 31, 2020	Jan 1, 2021 – June 30, 2022
\$51.00/hour	\$64.00/hour
25 hours/month	35 hours/month
Traffic Enforcement – 25 hours/month	Traffic Enforcement – 25 hours minimum per month
Code Enforcement – Variable, paid as extra, or traded for traffic hours	Code Enforcement – up to 10 additional hours per month, if needed, or added to traffic enforcement
Bailiff – upon request, and in addition to 25 hours	Bailiff – as per Judge Blake, and in addition to 35 hours/month
<b>Contracted Amounts</b>	
275/annual - \$14,025	420/annual - \$26,880

The City of Coburg had initially projected an hourly fee that was \$13 more than what is being offered now. (The original figure was in excess of the rate proposed by LCSO). I spoke with the City Administrator, who ultimately determined that the rate of pay was what Coburg charges to other organizations that are not a city. As we are a fellow city, she divided their administrative fee in half, to provide us with a \$76.46 per hour charge. This figure includes their benefits, as well as their materials and services funds broken out on an hourly basis for the police department. (**See Exhibit C** for the email and hourly fee quote.) Below, in table 5, you will find figures based upon our current contract, if no changes were made, other than the new hourly amount.

Table 5

<b>Coburg Projected Contract Amount</b>		
35 hours/month – 420 hours/annual	\$76.46/hour	\$32,113.20

The current proposed budget for law enforcement services that will be considered on May 16, 2022, is as follows:

Table 6

Actual (2 <sup>nd</sup> Preceding Year)	Actual (1 <sup>st</sup> Preceding Year)	Adopted Budget 2021-2022	Projected actuals	Requirements for Administration	Proposed Budget 2022-2023	Approved by Budget Committee
233,805	240,867	249,200	249,200	COUNTY LAW ENFORCEMENT	297,000	0
0	14,370	30,000	26,880	SUPPLEMENTAL LAW ENFORCEMENT	37,800	0

Table 7

COMPARISON OF PROPOSED HOURS TO BUDGET						
	Current Annual Hours	Proposed Hourly Rate	Actuals based on no change in hours	Budgeted	Difference in budget	Potential Hours Increased based on new per hour
LCSSO	3300 Monthly is 275	\$79.29 hour	\$261,657	\$297,000	\$35,343	445 hours/annual 37 hours/month
Coburg	420 Monthly is 35	\$76.46 hour	\$32,113	\$37,800	\$5,687	74 hours/annual 6 hours/month
<b>Totals</b>	<b>3720 310</b>	<b>(\$77.99 Avg)</b>	<b>\$293,770</b>	<b>\$334,800</b>	<b>\$41,030</b>	<b>519 annually 43 monthly</b>

The City Council as well as the Law Enforcement Committee have both had many conversations about our law enforcement services. Council had expressed earlier this year that they would prefer to be able to add hours to our current contracts, if they had the financial ability to do so. Since our Finance Officer has established that the City can afford a slightly higher budget in our law enforcement contracts, the City Council can choose to add hours to either, if not both contracts. The City Council could also shift the hours between contracts. When the City made this change in the past, it made more sense due to the higher disparity between both contracts. However, now the two hourly rates are very close to each other.

While staff is also enthused that we can add hours to our contracts this year, we have no idea what kinds of challenges 2022/2023 will bring to the City of Harrisburg. It is easier to add hours to a contract, then it is to remove them. Therefore, staff suggests that we can split the difference, allowing us to add a small amount of hours to the proposed contracts. The remaining funds can be placed back in contingency in the general fund. If our crime rates increase, we have the option of increasing those hours. This might work better for our law enforcement partners, as LCSSO and Coburg are both experiencing staffing issues. At half the numbers above, the following would apply:

Table 8

	New Proposed Hours Annual	New Monthly Hours	Hourly Rate	Actuals	Budgeted	Difference in budget
LCSO	3516	293	\$79.29	\$278,784	\$297,000	\$18,216
Coburg	457	38	\$76.46	\$34,942	\$37,800	\$2,858
Totals	3973	331	\$77.88 avg	\$313,726	\$334,800	\$21,074

Council can also choose to be more frugal, and simply leave the hours as they are, and to put the entire difference of \$41,030 back into the contingency fund, or elsewhere that the Budget Committee/City Council might suggest.

The Linn County Sheriff’s Office is waiting for the City to tell them the number of hours we’d like to plug into the 3-year contract. The draft contract will come to the contract cities in the near future, based on those requests. Coburg, on the other hand, does have their draft contract ready for review (**Exhibit D**) We only need to plug in the number of hours we wish to have supplied.

Both law enforcement agencies offer appealing partnerships to the City of Harrisburg. LCSSO has far more resources, as well as a much larger budget, and more employees. As a larger force than any of our regional cities, they have employees who are also specialized as detectives, who work in narcotics, and have the resources to deal with crimes like homicide or human trafficking. Coburg as a smaller city themselves, have staff who are willing to divide their hours according to the City’s direction. They can devote more hours to traffic, and to code enforcement. They have more of a small-town demeanor when working with citizens who have multiple code violations. Coburg is willing to continue with a law enforcement contract, and in fact, are suggesting a two-year contract that would end on June 30, 2024.

If the City Council agrees with staff’s recommendation, they can motion to approve the hours as shown in Table No. 8. They can also modify the hours between contracts however they would prefer. If the City Council agrees with staff recommendations, then they should also direct Staff to apply the additional hours provided by the City of Coburg to traffic enforcement, or to code enforcement instead.

1. Motion to approve the hours distribution on an annual basis as shown in Table No. 8; or to motion to modify the hours distribution however determined.
2. Motion to direct staff to apply additional hours for the Coburg IGA to Traffic Enforcement, or to Code Enforcement.
3. Motion to direct the City Administrator to enter into negotiations with the City of Coburg based upon the prior motions, and to return to a future meeting with the draft agreement after approval by both City Attorney’s.

Staff will send the hours approved by the City Council to the Linn County Sheriff for review, and will return in the future with a revised 3-year contract.

REVIEW AND APPROVAL:

05/04/22  
Michele Eldridge Date  
City Administrator

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

**PARTIES TO THE AGREEMENT**

This agreement is made and entered into this 1<sup>st</sup> day of July, 2019, by and between the City of Harrisburg, a municipal corporation of the State of Oregon, hereinafter called CITY, and Linn County, Oregon, a political subdivision, of the State of Oregon, and the Sheriff of Linn County, hereinafter called COUNTY.

**PURPOSE**

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

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

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

CITY	HRS	CONTRACT AMOUNT		
		2019-2020	2020-2021	2021-2022
Brownsville	2400	\$170,040	\$175,176	\$181,224
Halsey	864	\$61,214	\$63,063	\$65,241
Harrisburg	3300	\$233,805	\$240,867	\$249,183
Millersburg	1836	\$130,081	\$134,010	\$138,636
Scio	864	\$61,214	\$63,063	\$65,241

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

- 2. Service to be Performed by COUNTY.** COUNTY shall perform the services described on EXHIBIT A, which by this reference is incorporated into this agreement herein.
- 3. Term.** The term of this agreement shall run concurrent to the term of the COUNTY Collective Bargaining Agreement and shall be from July 1, 2019 through and including June 30, 2022. However, the service of the COUNTY shall continue

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

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

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

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

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

CITY OF HARLEYSBURG

LINN COUNTY, a political subdivision of the State of Oregon

By: Robert Quinn 2/11/2020  
Mayor Date

By: Roger Ferguson 2-28-2020  
Chairman Date

ATTEST:

[Signature]  
City Recorder

[Signature] 1-28-2020  
Commissioner Date

[Signature] 1-28-2020  
Commissioner Date

APPROVED AS TO FORM:

[Signature]  
Linn County Legal Counsel

[Signature] 1.13.20  
Sheriff Date

[Signature]  
City Legal Counsel

ATTEST:  
[Signature]  
Linn County Clerk



**EXHIBIT A**

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

<b>Hourly Rate</b>		
<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
\$70.85 / hour	\$72.99 / hour	\$75.51 / hour

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

<b>CITY</b>	<b>MONTHLY CONTRACTED HOURS</b>		
	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Harrisburg	275	275	275

7. Annual contract increases to the CITY shall be directly related to the COUNTY Collective Bargaining Agreement and related to the percentage of increase in the total cost of COUNTY personnel, to include COLA's, fringe benefits, payroll costs and other COUNTY related expenses. CITY agrees to the hourly rate increases in paragraph five (5) of Exhibit A, based on the minimum hours provided by COUNTY in paragraph six (6) of Exhibit A for each fiscal year.
8. CITY shall have the ability to request and receive targeted services and enhanced patrol, e.g. traffic, and municipal code enforcement.

- 9. COUNTY acknowledges and agrees that all municipal and criminal offenses within the CITY'S corporate limits, whether initiated by citation, complaint, affidavit, warrant, order, or other instrument shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include but are not limited to, CITY Municipal Code Offenses, Violations, and Crimes, and all applicable provisions of the Oregon Criminal Code.
- 10. COUNTY acknowledges and agrees that all traffic offenses within the CITY'S corporate limits, whether initiated by citation, complaints, affidavit, warrant, order, or other instrument, with the exception of felonies, shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include, but are not limited to, all applicable provisions of the Oregon Motor Vehicle Code.
- 11. The COUNTY agrees to assign deputies to work the following CITY events during the organized festivities as requested by the CITY:

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

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

- 12. The COUNTY agrees to provide a monthly report of all law enforcement activities within the corporate limits of the CITY. The monthly report shall demonstrate compliance with paragraphs 6-9. COUNTY will make a reasonable attempt to assign a liaison with the rank of Sergeant or higher to attend designated individual CITY Council meetings.
- 13. COUNTY and CITY, including all contracted cities, shall implement a quarterly joint meeting with the Sheriff or Undersheriff to ensure relationships are adequate to jointly achieve the goals of each party. Meetings will be attended by CITY designee including but not limited to the Mayor, Councilor or high-ranking CITY official such as a City Administrator/Manager/Recorder. All joint meetings shall be held at the COUNTY. The location of such meeting will be determined by the COUNTY, with a time and date agreed upon by the contracted cities.
- 14. CITY, where applicable, will provide the COUNTY with a substation as an in-kind contribution.

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

CITY OF HARRISBURG/CITY OF COBURG

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

month. Citations issued in the prior month shall be delivered to, or otherwise made available, to the Harrisburg Court Clerk not later than last day of that month.

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

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

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

6. **PERSONNEL:** The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Coburg.

a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Coburg employees and all persons employed hereunder shall have City pensions, salary, workers compensation and any status or rights under the provisions of City employment paid for by Coburg.

b. Harrisburg shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Coburg personnel performing services hereunder for Harrisburg or any liability other than that provided for in this agreement. Except as otherwise herein specified, Harrisburg shall not be liable for compensation or indemnity to any Coburg employee for any injury, or sickness arising out of his or her employment.

7. **COURT:** Upon request of the Harrisburg Municipal Court Judge or Clerk, Coburg may provide a bailiff for the Harrisburg Municipal Court who shall be present whenever the Court is in session. An Officer scheduled to testify at Court may serve as Bailiff. If Harrisburg elects to have an officer at Court then Harrisburg shall pay for such services at the average hourly rate listed above. Hours served as Court Bailiff shall be in addition to the 35 hours of traffic patrol described in Section 4.

8. **DISPUTE RESOLUTION:** Specifically, the Administrators shall attempt to resolve any disputes between the cities concerning the terms of this agreement and the performance thereof and may recommend that the cities enter into mediation or arbitration if the Administrators are unable to resolve a dispute matter. The type and quality of service shall be reviewed annually by the respective councils.

9. **TERMINATION:** This agreement may be terminated by either city at any time upon giving 30 days written notice of their intent to do so. Termination of this agreement may also be made by emergency email notice by Coburg City Administrator to the Harrisburg City Administrator and/or Asst. City Administrator, or notice by Harrisburg to the Coburg City





**From:** [HEATH Anne](#)  
**To:** [Michele Eldridge](#)  
**Cc:** [LARSON Larry](#)  
**Subject:** hourly Cost  
**Date:** Tuesday, April 12, 2022 6:08:03 PM  
**Attachments:** [Harrisburg Police Patrol Projected Costs - 22-23 Fiscal Year.xlsx](#)

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Michelle,

In reviewing the costs associated and taking into account a 4.0% COLA, I think I can comfortably say that \$76.46 per hour will be acceptable to us.

I will put together a draft contract with that amount and you can let me know if you wish to move forward with it.

Thank you,

Anne L. Heath  
City Administrator  
541-682-7871  
[Anne.heath@ci.coburg.or.us](mailto:Anne.heath@ci.coburg.or.us)

<b>HARRISBURG POLICE CONTRACT - PROJECTION 2022-23</b>			
<b>2022-23</b>	<b>Rate</b>	<b>Hours</b>	
Reserve	19	2215	Materials & Services
Chief	90.94	2080	\$171,190.00
Mike	71.63	2080	<u>10,535</u> Divided by Available Hous
Kevin	59.74	2080	<u>\$16.25</u> Per Hour Expense - Non Personnel
Dan	59.75	2080	
	<u>301.06</u>	<u>10535</u>	
	60.21	Average	
	<u>16.25</u>	Expense - Material & Services/PD expense per hour	
	<u><b>76.46</b></u>	Per hour charge	

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

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

**WITNESSETH**

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

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

WHEREAS: Representatives of both cities shall meet during the month of April, or at other mutually agreed time(s), to measure the success and mutual benefit of this IGA with due consideration of all necessary amendments to this agreement as well as possible expansion of this agreement to encompass additional, joint municipal services in 2023 and beyond.

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

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

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

1. **TERM:** The term of this agreement shall be two years, commencing July 1, 2022 and terminating June 30, 2024, except as may be extended and amended as mutually agreed or terminated in accordance with Section 8 of this agreement.
2. **COMPENSATION:** Harrisburg shall pay to Coburg for such law enforcement services as provided herein as follows:

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

<u>ANNUAL CONTRACT</u>	<u>BASE HRS/MONTH</u>	<u>HOURS/</u>	<u>HOURLY RATE</u>
<u>July 1 – June 30</u>	[REDACTED]	<u>YEAR</u>	76.46
		[REDACTED]	

- b. In the event an incident within Harrisburg requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Harrisburg to exceed the [REDACTED]-hour month average, Harrisburg shall pay for such services at the established hourly rate listed above. Prior to any payments being made under this subparagraph, the City Administrators shall review the time involved in the investigation and jointly agree on the additional amount of compensation which should be due.

3. **ADDITIONAL HOURS:** Additional hours may be requested by Harrisburg to cover special events or patrols. Such requests shall be made in writing to Coburg no less than 30 days prior to the event or patrol. Coburg shall make reasonable accommodations to cover these additional hours. Unless prior arrangements are made and agreed to by both parties in writing, Harrisburg shall pay for such services at the average hourly rate listed above. Additional hours available for special events will be based solely on the availability of Coburg officers to cover such event.

4. **POLICE RESPONSIBILITIES:** The Linn County Sheriff's Department still provides police services to Harrisburg. Coburg agrees to provide police traffic and code enforcement services within the corporate limits of Harrisburg to the extent and in the manner herein set forth below. The police services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a city police department. Such services shall include enforcement and investigations involved in the field of public safety, criminal law enforcement, or related fields within the legal power of the Chief of Police to so provide and shall be provided in conformance with the standards generally accepted within the policing profession. The law enforcement services provided by Coburg shall include the following:

- a. **Traffic Patrols.** Police patrols with a minimum of [REDACTED] hours dedicated to traffic enforcement per month and up to a maximum of [REDACTED] hours per month of crime prevention and code enforcement patrol. Patrols shall be conducted on both a regular and irregular basis or as specifically requested by Harrisburg. The [REDACTED] dedicated to traffic enforcement will be in marked police vehicles.

- b. **Code Enforcement.** Coburg officers shall perform miscellaneous code enforcement functions for the City of Harrisburg, as described in HMC Titles 6, 8, 9, and 10, in coordination with the Harrisburg Code Enforcement Officer. City code enforcement functions shall include, among others:

- a. Reporting possible code violations

- b. Delivering written violation notices and citations to responsible party(ies),
  - c. Make initial contact and investigate possible code violations as requested by the Code Enforcement Officer,
  - d. All code enforcement-related activities and functions shall be at the direction of the Harrisburg Code Enforcement Officer who shall have the authority to reduce or eliminate Coburg Police code enforcement functions in Harrisburg.
1. Travel time shall be charged at a rate of 15 minutes total per roundtrip to Harrisburg.
  2. Immediate and appropriate response to calls, subject only to necessary priorities caused by concurrent matters. Priority non-traffic enforcement calls should go to Linn County Sheriff. Coburg will respond to these calls when requested by the Linn County Sheriff or Harrisburg staff and as priorities allow. Harrisburg will need to make the decision as to whether they wish to count the time spent on a priority non-traffic call as part of        hours per this agreement, or if they wish to pay the City of Coburg for the officer time spent per the 'Average' hourly rate as established in Section 2 of this agreement.
  3. Provide a written report to Harrisburg on or before the 10th day of each month following the end of the quarter setting forth the actual number of calls for service and number of citations and arrests for the previous quarter. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as may be necessary and as requested by Harrisburg or Coburg.
  4. Conduct spot radar enforcement as necessary to alert drivers of speed limits during normal duty hours. In addition, Coburg shall furnish Harrisburg a summary traffic survey, not later than June 30, 2023, documenting the type, frequency and severity of traffic violations noted by Coburg officers and/or traffic survey equipment. The Coburg Police Chief will work with the Harrisburg staff to define the scope and delivery of a traffic survey. If the traffic survey scope and delivery is outside of the allocated 25 hours, then the City of Coburg will be reimbursed for the additional hours at the standard hourly charge established in Section 2 (a) of this agreement.
  5. Prosecution of misdemeanors and infractions in Harrisburg Municipal Court as set forth in Section 6 of this Agreement. The Harrisburg Municipal Court normally convenes on the second Wednesday of every month. Citations issued in the prior month shall be delivered to, or otherwise made available, to the Harrisburg Court Clerk not later than last day of that month.
  6. Advise City officials of situations encountered by patrolling officers that may affect the health, safety and welfare of residents and visitors, including inadequate, missing or broken traffic or safety signs;
  7. Advise City officials of the need for new ordinances or revisions to existing ordinances

to address changes in state legislation and/or law enforcement concerns;

- a. Assist the City Administrator in preparing responses to queries from County, State and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters;
  - b. Maintain close liaison with City officials concerning law enforcement matters;
  - c. Upon request, attend Harrisburg City Council meetings in April, July, October, and December, and such other meetings as may be appropriate, and as may be mutually agreed.
  - m. Assist victims and witnesses at the crime scene;
  - n. Preserve crime scenes;
  - o. Retain evidence;
  - p. All original reports shall be maintained by the Coburg police department and made available upon request in accordance with state law;
  - q. Administration. The Coburg Chief of Police shall be under the administrative direction of the City Administrator of the City of Coburg and shall exercise all authority vested in that office.
  - r. Make available for the performance of the duties herein properly supervised officers, certified by the Oregon Department of Public Safety Standards and Training (except as to reserve officer/cadets), and furnish and supply all other necessary labor, supervision, equipment, communications facilities, and supplies to maintain the level of services to be rendered hereunder. Harrisburg shall supply support for Coburg when able including but not limited to a 'Ready Room', emergency vehicle towing and repair, and other miscellaneous support of Coburg officers while within Harrisburg city limits or in transit to or from Coburg.
  - s. Coburg and Harrisburg shall cooperate and coordinate with the preparation and dissemination of public information to help citizens of both communities better understand the role, benefits, and limitations of this agreement.
8. **ADDITIONAL ASSOCIATED PUBLIC SAFETY SERVICES:** As noted in Section 4.c. of this Agreement, Harrisburg may at times request associated public safety services typically performed by a city police department but not directly related to traffic enforcement. Coburg will reasonably endeavor to provide these services to the best of its ability, subject to availability of personnel and other limiting factors. These services will not be

counted towards the \_\_\_\_ monthly hours and Coburg shall be reimbursed at the average hourly rate established in Section 2 of this agreement.

9. **PERSONNEL:** The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Coburg.

a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Coburg employees and all persons employed hereunder shall have City pensions, salary, worker's compensation and any status or rights under the provisions of City employment paid for by Coburg.

b. Harrisburg shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Coburg personnel performing services hereunder for Harrisburg or any liability other than that provided for in this agreement. Except as otherwise herein specified, Harrisburg shall not be liable for compensation or indemnity to any Coburg employee for any injury, or sickness arising out of his or her employment.

10. **COURT:** Upon request of the Harrisburg Municipal Court Judge or Clerk, Coburg may provide a bailiff for the Harrisburg Municipal Court who shall be present whenever the Court is in session. An Officer scheduled to testify at Court may serve as Bailiff. If Harrisburg elects to have an officer at Court, then Harrisburg shall pay for such services at the average hourly rate listed above. Hours served as Court Bailiff shall be in addition to the 25 hours of traffic patrol described in Section 4 a.

11. **DISPUTE RESOLUTION:** Specifically, the Administrators shall attempt to resolve any disputes between the cities concerning the terms of this agreement and the performance thereof and may recommend that the cities enter into mediation or arbitration if the Administrators are unable to resolve a dispute matter. The type and quality of service shall be reviewed annually by the respective councils.

12. **TERMINATION:** This agreement may be terminated by either city at any time upon giving 30 days written notice of their intent to do so. Termination of this agreement may also be made by 24-hour emergency email notice by Coburg to the Harrisburg City Administrator and/or Asst. City Administrator, or notice by Harrisburg to the Coburg City Administrator in the event of an unforeseen or an urgent or emergency situation. These include, but are not limited to, the necessary allocation of City personnel or equipment elsewhere, a financial exigency, or other pressing City need as determined by the Coburg City Administrator or Harrisburg City Administrator

13. **HOLD HARMLESS:** The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims whatsoever, including attorney's fees and costs, by reason of any act or omission of each city, its officers, agents, or employees. Coburg will provide Harrisburg a certificate of insurance indicating the City





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

**THE MATTER OF REVIEWING AND APPROVING RECOMMENDATIONS OF THE 2<sup>ND</sup> BID FOR THE NEW NORTH & SOUTH WATER TREATMENT FACILITIES**

**STAFF REPORT:**

Exhibit A: Recommendation Letter

**ACTION: TBD**

**THIS AGENDA BILL IS DESTINED FOR:** Agenda – May 10, 2022

<b>BUDGET IMPACT</b>		
Estimated COST	BUDGETED?	SOURCE OF FUNDS
\$ 7,000,000.	Yes	Water Bond

STAFF RECOMMENDATION:

TBD

BACKGROUND INFORMATION:

As part of the Water Bond passed by voters, the City is building two water treatment facilities and is using a pre-construction, equipment purchase process already approved by the Council to keep costs down. The filtration system, generators and onsite chlorine system have already been purchased for the North and South treatment facilities. These treatment systems are designed to treat approximately 400 gallons-per-minute of water and add 500,000-gallon storage tank at the South Treatment Plant and 800 gallons-per-minute of treatment and 1,500,000-gallon storage tank at the North Treatment Plant.

These improvements were bid in 2021 and bids came in at \$1.7 million dollars than the engineer’s revised estimate of \$5.3 million. Those revisions compensated for the issues caused by Covid and supply chain issues; the original estimate was \$4.6 million in 2018. Ultimately the first bid of the treatment facilities came to more than \$7 million dollars. The Council chose to cancel the bidding process and wait and re-bid in early 2022, on the presumption that the supply chain would hopefully return to pre-Covid normal.

Findings from the last bid, and options/recommendations are provided in **Exhibit A**. More information will be shared at the meeting.

REVIEW AND APPROVAL:

05/04/2022  
\_\_\_\_\_  
Michele Eldridge      Date  
City Administrator



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## MEMORANDUM

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**TO:** CITY COUNCIL  
**FROM:** CHUCK SCHOLZ  
**SUBJECT:** NORTH & SOUTH TREATMENT PLANT 2<sup>ND</sup> BID  
**DATE:** MAY 4, 2022  
**DEADLINE:** N/A

### Evaluation of Current Bids

The City of Harrisburg, Oregon recently re-advertised for the construction of the planned North and South Water Treatment Plant Project due to the first bids in 2021 being 1.7 million more than the estimate. The City received five bids in 2022 with Pacific Excavation being the apparent low bidder at \$7,962,000. The low bid was ~\$1M higher than the engineer's estimate of \$7 M which is likely due to a 220% increase in steel, the world's diesel shortage making the cost for diesel the highest in history, a reassurance of the virus variants resulting in costs being higher than expected. Additionally, bid pricing has been impacted by material and labor shortages.

Overall, the bids had a fairly small discrepancy in price indicating that the understanding of the project was not a likely factor in the contractor bids exceeding the estimate. Due to price instability of steel and other materials, the bid prices for the Harrisburg north & south WTP project were higher than anticipated and exceeded the amount the City has available through an approved Bond. The following lists a few options to accommodate the difference between available funding and the anticipated bid price.

### Proposed Options

#### **Option 1**

**Reject All Bids and Delay Project**

Rebuilding the project at a later date may provide a more favorable bidding market. The rebid could include some options for deducts that would give the City more options for awarding the bid.

**Option 2: Delay south WTP**

The south WTP and south tank construction could be delayed for additional funding. Provided Well 9 supplies sufficient water, the north site would be able to meet maximum day demand (MDD). This is based on the assumption the MDD has not grown more than 10% since the recorded high MDD of 0.99 million gallons per day of water produced. Minimally treated water from the south site would still need to be blended in, to some degree to maintain turnover in the south tank and may be needed in extreme demand scenarios. However, filters and hypochlorite generators for this plant have already been purchased and would be sitting in storage.

**Option 3: Secure additional funding**

Additional avenues of funding could be pursued, such as state or national funds. However, funding requiring American steel (such as WIFIA loans and SRFs) would result in a change order and change in price since the current bids are not for exclusively American steel. Finding additional funding will not be immediate, but if the City does not wish to delay construction, negotiations with the apparent low bidder to delay parts of the contract while funding is secured might be possible. Acknowledging that some negotiations with the bidders will be necessary if a part of the project is removed or changed and that the bid amounts are therefore not guaranteed to be exact with this option.

BID TABULATION ON THE FOLLOWING PAGE

**Project 20-009C: Harrisburg WTPs  
Received Bids 04/27/2022**

Item No.	ITEM DESCRIPTION	QTY	UNIT	Pacific Excavation		R. L. Rainers Co		HP Civil, Inc		The Saunders Co, Inc		James W Fowler Co	
				Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1	South Site except 500,000 gal Steel Tank	1	Lump Sum	\$2,359,500.00	\$2,359,500.00	\$2,245,000.00	\$2,245,000.00	\$2,200,000.00	\$2,200,000.00	\$2,500,000.00	\$2,500,000.00	\$2,607,000.00	\$2,607,000.00
2	South 500,000 gal Steel Reservoir	1	Lump Sum	\$889,000.00	\$889,000.00	\$1,050,000.00	\$1,050,000.00	\$1,010,000.00	\$1,010,000.00	\$882,000.00	\$882,000.00	\$822,000.00	\$822,000.00
3	North Site except 1,500,000 gal Steel Tank	1	Lump Sum	\$2,954,000.00	\$2,954,000.00	\$2,828,550.00	\$2,828,550.00	\$2,715,000.00	\$2,715,000.00	\$2,939,000.00	\$2,939,000.00	\$3,240,000.00	\$3,240,000.00
4	North 1,500,000 gal Steel Reservoir	1	Lump Sum	\$1,760,000.00	\$1,760,000.00	\$1,843,775.00	\$1,843,775.00	\$2,080,000.00	\$2,080,000.00	\$1,790,000.00	\$1,790,000.00	\$1,820,000.00	\$1,820,000.00
<b>Bid Total</b>					<b>\$7,962,500.00</b>		<b>\$7,967,325.00</b>		<b>\$7,985,000.00</b>		<b>\$8,101,000.00</b>		<b>\$8,589,000.00</b>

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

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**THE MATTER OF APPROVING A PARADE PERMIT FOR THE HARRISBURG OLD-FASHIONED 4<sup>TH</sup> OF JULY PARADE**

**STAFF REPORT:**

Exhibit A: 4<sup>th</sup> of July Parade/ODOT Parade Permit Packet

**ACTION: MOTION TO APPROVE THE PARADE PERMIT FOR THE HARRISBURG 2022 OLD-FASHIONED 4<sup>TH</sup> OF JULY PARADE**

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**THIS AGENDA BILL IS DESTINED FOR:** Work Session Agenda – May 10, 2022

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

**STAFF RECOMMENDATION:**

**Staff recommends the City Council approve the Parade Permit for the Harrisburg Old-Fashioned 4<sup>th</sup> of July Parade**

**BACKGROUND INFORMATION:**

The Harrisburg Festival and Events Association has submitted a parade permit application to hold the Old-Fashioned 4<sup>th</sup> of July Parade in 2022. We are happy to state that we are not planning on any other route other than the one that we have used for the last 67 years!

Because the route incorporates 3<sup>rd</sup> St., which is also Hwy 99E, we are required to obtain permission from ODOT. As such, the organization has submitted their application (**Exhibit A**) and is asking the City Council for approval of the parade routes. Staging remains the same.

The following is an analysis of the permit application’s consistency with Chapter 9.20 of the Harrisburg Municipal Code.

***Noise:***

Parades generally produce a fair amount of noise. This particular parade occurs during daytime hours and does pass through residential neighborhoods. The levels and type of noise that will likely be created during the parade would not be acceptable per Harrisburg Municipal Code (HMC) 9.20.030 – Unreasonable Noise. However, Subsection (e) of HMC 9.20.030 does allow for the City Council to grant a permit for noise generated from general entertainment, such as a parade. Based on this provision,

and the fact that the applicant will obtain a parade permit, the noise generated from the parade is acceptable.

**Traffic:**

The parade route includes several public streets, which will be used by those participating in the parade. According to the applicant, the parade is anticipated to last one and a half hours and is scheduled to begin at 11:00 am and end at 12:30 pm. Traffic will be negatively affected during this period. The applicant works with the Linn County Sheriff’s Office to provide deputies and signage indicating the presence of a parade.

The Parade Route used is the traditional parade route, that also needs approval by ODOT. **(The Parade Permit Packet is Exhibit A)**. Staging is at both the schools, with the parade starting at 7<sup>th</sup> & Smith St. Traffic heads west on Smith to 3<sup>rd</sup> St., then south on 3<sup>rd</sup> St., to LaSalle St., then east on LaSalle St to 9<sup>th</sup> St., and turning north, returning to the staging area. There is also a detour route for traffic traveling on Hwy 99E through 2nd Street. The parade route does impact an ODOT facility, and the applicant will submit the permit for the Route to ODOT. The applicant will be required to obtain the ODOT permit and provide the City with a copy of the approved permit prior to commencing the parade. **(Condition 1)**.

**Trash and Debris:**

Parades will typically generate trash or other debris that may be left on City streets or sidewalks. It shall be the responsibility of the applicant to ensure that no trash or debris generated from the parade is left on any City street, sidewalk, or private property. The City and the HFEA together work on trash removal. **(Condition 2)**.

**Time and Duration:**

As noted above, the parade is scheduled to begin at 11:00 am on July 4, 2022. It is anticipated that the parade will last no more than one and a half hours. Therefore, the parade permit issued by the City shall be from 10:00 am until 2:00 pm, on July 4, 2022 **(Condition 3)**.

**Parade Route and Participation:**

The applicant has submitted the traditional route as shown in Exhibit A. The parade shall be limited to the route approved by the City Council **(Condition 4)**. The applicant anticipates up to 1,500 parade participants. This number is consistent with prior years. The number of participants and parade route are acceptable.

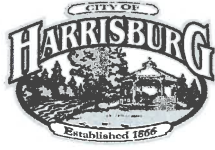
**CONDITIONS OF APPROVAL**

1. Prior to the start of the parade, the applicant shall obtain and provide to the City a copy of the approved parade permit from the Oregon Department of Transportation. The applicant shall comply with all conditions of the ODOT permit.
2. The applicant & City shall be responsible to remove any trash or debris on the City street or sidewalks generated by the parade and its participants.
3. The parade shall be held on July 4, 2022, between the hours of 10:00 am and 2:00 pm.

4. The parade shall be limited to the traditional route as approved by the City Council.

REVIEW AND APPROVAL:

\_\_\_\_\_ 05/04/2022  
Michele Eldridge      Date  
City Administrator



## Harrisburg Parade Permit Application

The City of Harrisburg requires a Parade Permit for any type of parade that may disrupt or interfere with traffic that uses the public right-of-way that consists of ten or more persons, or five or more vehicles. HMC 10.05.270 specifies the requirements for applying for a parade permit.

Your application must be received a minimum of 30 days prior to the date of the parade unless special circumstances exist.

**Applicant:** Harrisburg Festival and Events Association

**Contact Information:** Name: Michele Eldridge on behalf of the HFEA

Address: PO Box 178

Email & Phone: [meldridge@ci.harrisburg.or.us](mailto:meldridge@ci.harrisburg.or.us) 541-995-6655

**Type of Parade:** Old Fashioned 4<sup>th</sup> of July Parade

**Date:** July 4, 2022

**Staging Location & Dispersal Points:** Harrisburg High School (District Offices), Grade School, and Middle School grounds. LaSalle St., Smith St., Monroe St., and 9<sup>th</sup> St are also used as staging locations.

**Route:**

**X Please provide a map of the proposed route. The staging and dispersal points should be included, as well as the location of any Linn County Deputies if required by ODOT.**

**Estimated number of participants (persons, vehicles and animals):** Estimated 1,000 to 1,500 participants, including walkers and float riders. All vehicles welcome, horses, dogs, assorted domesticated pets, the occasional llama, non-motorized vehicles, bikes, walkers, floats, cars, tractors, fire trucks & motorhomes.

**Start and End Time:** 11:00am to approximately 12:30pm.

**If the proposed route of the parade crosses Hwy 99E (3<sup>rd</sup> St), then an approved parade permit from the State Department of Transportation (ODOT) will be required prior to the date of the parade.**



X I have applied for the Parade permit from ODOT. Please provide a copy of the ODOT application with this parade permit application.

€ I have received the approved permit from ODOT, and will supply a copy to the City with this application.

**The applicant is responsible for contacting law enforcement in order to arrange for deputies to assist with the parade. ODOT parade permits generally require law enforcement to sign the permit, and requires them to be at the main detour points on the highway. After obtaining their signature and approval of the ODOT Parade Permit, you must schedule a time to get in touch with them, in order to arrange for scheduling for the parade. Harrisburg contracts out for our law enforcement; we use the Linn County Sheriff's Office (LCSO) for those services. The office number LCSO is 541-967-3950.**

**Rail Safety Procedures**

**If the proposed route of the parade crosses either of the railroad tracks, then you are required to notify both UPRR or PWN of the crossing 30-days prior to your event.**

**UPRR:** Call the Critical Incident Line at 1-888-877-7267, a minimum of 30 days ahead of the event. Report the route, date and time of the event.

Obtain an event code: **2022-05-03-123KER**

Day of Event: A minimum of 2 hours prior to your parade, call the number above, and check in with your event code to make sure that everything is still ok for your event.

**X I have contacted UPRR to notify them of the date, time and route for the parade. I have included the event code above.**


**X I have assigned contact information for the day of the parade to one of the parade organizers. This person will be responsible for contacting UPRR on the day of the event.**

**PWN:** Call the Director of Dispatch at 1-503-365-7717. (Currently Steve Yoder, who you can also contact via email at [syoder@gwrr.com](mailto:syoder@gwrr.com). (General Dispatch Station is 1-503-480-7784) Send maps and reports for parade to Steven Yoder, and to a general mailbox for PWN: [pw-trainmasters@gwrr.com](mailto:pw-trainmasters@gwrr.com).

**X I have contacted PWN to inform them of the route, date and time of the event.**

We highly encourage you to find general rail safety information on-line at [www.oli.org](http://www.oli.org).

By signing below, you are hereby indicating that you will abide by the City's ordinances and will comply with all requirements of HMC Chapter 10.05, and any supplemental Conditions of Approval that may be assigned to said parade permit.

ON BEHALF OF HFSA   
Signature

5-1-22  
Date

**HMC 10-05-270 – 10.05.300**

**10.05.270 Parade permit.**

1. Application for a parade permit shall be made to the City Recorder at least 30 days before the date of the parade unless the time limit is waived by the City Council.
2. The application shall be signed by the person designated as chairperson of the parade and shall include the following:
  - a. The name and address of the person responsible for the parade.
  - b. The date of the parade.
  - c. The desired route, including assembling and dispersal points.
  - d. The number of persons, vehicles and animals that will participate.
  - e. The proposed starting and ending time.
  - f. The appropriate permit has been received from the State Department of Transportation if the parade crosses or uses Hwy 99E. [Ord. 907 § 4, 2012; Ord. 906 § 1, 2012.]

**10.05.280 Issuance or denial of permit.**

1. The City Recorder shall issue a parade permit conditioned on the applicant's written agreement to comply with terms of the permit unless the City Council finds that:
  - a. The time, route and size of the parade will disrupt the movement of other traffic to an unreasonable extent.
  - b. The parade is of a size or nature that requires the diversion of so great a number of law enforcement officers to properly police the line of movement and contiguous areas that allowing the parade would deny reasonable law enforcement protection to the jurisdiction.
  - c. The parade will interfere with another parade or other activity for which a permit has been issued.
  - d. Information contained in the application is found to be false or a material detail is omitted.
  - e. The applicant refuses to agree to abide by or comply with all conditions of the permit.
2. If one or more of the conditions listed in subsection (1) of this section, other than subsection (1)(e) of this section, exists, the City Council may include provisions in the permit that are necessary to alleviate the conditions, including but not limited to:
  - a. Requiring an alternate date.
  - b. Requiring an alternate route.
  - c. Restricting the size of the parade.

3. The City Recorder shall notify the applicant of the decision within five days after receipt of the application. [Ord. 907 § 4, 2012; Ord. 906 § 1, 2012.]

**10.05.290 Parade offenses.**

1. No person shall unreasonably interfere with a parade or a parade participant.
2. No person shall operate a vehicle that is not part of a parade between the vehicles or persons in the parade. [Ord. 907 § 4, 2012; Ord. 906 § 1, 2012.]

**10.05.300 Permit revocable.**

The City Recorder may revoke a parade permit if circumstances clearly show that the parade no longer can be conducted consistent with public safety. [Ord. 907 § 4, 2012; Ord. 906 § 1, 2012.]



## APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

5.

CLASS :	KEY#
---------	------

GENERAL LOCATION				PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)		
HIGHWAY NAME AND ROUTE NUMBER OR-99E/58/Albany-Junction City				<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE
HIGHWAY NUMBER 58	COUNTY Linn					
BETWEEN OR NEAR LANDMARKS Smith St. & LaSalle St.				<input type="checkbox"/> BURIED CABLE	TYPE	
HWY. REFERENCE MAP AML						
DESIGNATED FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IN U.S. FOREST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> PIPE LINE		
APPLICANT NAME AND ADDRESS Harrisburg Festival and Events Association/City of Harrisburg Attn: Michele Eldridge PO Box 378, Harrisburg, OR 97446				<input type="checkbox"/> NON-COMMERCIAL SIGN AS DESCRIBED BELOW		
				<input type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
				<b>FOR ODOT USE ONLY</b>		
BOND REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO		REFERENCE: OAR 734-055-0035(2)		AMOUNT OF BOND		
INSURANCE REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO		REFERENCE: OAR 734-055-0035(1)		SPECIFIED COMP. DATE		

### DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	TO MILE POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
28.59	28.89	1378+80	1394+80	Both	n/a	n/a	n/a	Parade	.30 miles

DESCRIPTION OF DESIRED USE  
4th of July Parade, July 4, 2022 11:00am to 12:30pm

**SPECIAL PROVISIONS (FOR ODOT USE ONLY)**

- TRAFFIC CONTROL REQUIRED  YES [OAR 734-055-0025(6)]  NO
- OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED  YES [OAR 734-055-0100(2)]  NO [OAR 734-055-0100(1)]
- ◆ **AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE \_\_\_\_\_ AT PHONE NO.: \_\_\_\_\_ OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: \_\_\_\_\_, SPECIFY TIME AND DATE WORK IS TO OCCUR.**
- ◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ◆ **ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987. CALL BEFORE YOU DIG 1-800-332-2344**

COMMENTS (FOR ODOT USE ONLY)

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE		TITLE PW Director	DATE
<input checked="" type="checkbox"/> APPLICANT SIGNATURE 	APPLICATION DATE 05.01.22	TITLE City Administrator/VP of HFEA	TELEPHONE NO. 541-995-2200
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.		DISTRICT MANAGER OR REPRESENTATIVE <input checked="" type="checkbox"/>	APPROVAL DATE

MILE POINT	TO	MILE POINT	ENGINEERS STATION	TO	ENGINEERS STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
							CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	

# √GENERAL PROVISIONS FOR POLELINE, PIPELINE, BURIED CABLE PERMITS AND MISCELLANEOUS PERMITS

(Rev) May 2003

APPLICANT: HFEA See Page 1		HIGHWAY: See Page 1		MP: See Page 1	
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All checked (√) provisions apply.

**WORKSITE**

1. Permittee must call for utility locates before digging ("Call Before You Dig") 1-800-332-2344 per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Pre-marking of excavation areas is required.
- √2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Copies of this rule may be obtained from any district maintenance office.
- √4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or this agreement. Web Site: [http://arcweb.sos.state.or.us/rules/OARS\\_700/OAR\\_734/734\\_055.html](http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html).
5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
- √6. The Permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.
- √7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
- √9. The spreading of mud or debris upon any state highway is strictly prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently if so determined by the District Manager or representative.

- 10. Permittee shall replace any landscape vegetation or fences that are destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the Permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
- 11. Permittee shall install and maintain landscaped area. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.

**TRAFFIC**

- √12. During construction or maintenance, the work area shall be protected in accordance with the current Manual on Uniform Traffic Control Devices, (MUTCD), Federal Highway Administration, US Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
- 13. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed and approved by Oregon Department of Transportation in advance of construction or maintenance.
- 14. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
- 15. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 4:00 PM and 7:00 PM (Monday thru Thursday off by noon on Friday) without prior approval by ODOT.
- 16. Traffic control with lane restrictions are permitted on the roadway with the following guidelines: See attached EXHIBIT: DISTRICT 4 LANE RESTRICTIONS, 02/26/2018.

**DRAINAGE**

- 17. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
- 18. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).

- 19. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
- 20. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
  - Whenever a four inch pipe is inadequate to serve the developed area,
  - development site is one quarter acre or larger in size, OR contributes one half cubic feet per second OR directly or indirectly affects state facilities,
  - or as directed by the District Manager or representative.
  - An advance deposit for ODOT hydrology reviews may be required.
- 21. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
- 22. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction

**EXCAVATION/CONSTRUCTION**

- √23. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superseded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit: "Oregon Standard Specifications for Construction (2018)" and relevant Metric Standard Drawings. ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the "Oregon Standard Specifications for Construction (2015)." For additional Supplemental and Special Provisions please refer to: <http://www.odot.state.or.us/techserv/roadway/specs/home.htm>. Standard Specification books is available on this site.
- 24. Open cutting of pavement is allowed in areas specifically approved by District Manager or representative.
- 25. Trench backfill shall be according to the attached typical drawing, marked as Exhibit \_\_\_\_\_.
- 26. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.



27. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
28. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
29. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
30. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.
31. Any area of cut or damaged asphalt shall be restored in accordance with the included attachment "drawing supplied by the applicant. For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
32. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction" and any subsequent revisions thereto. Typical overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
33. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
34. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).
35. Trench backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
36. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.

- 37. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
- 38. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
- 39. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight (during non work hours).
- 40. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.
- 41. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
- 42. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
- 43. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
- 44. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
- 45. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related, or within the influence zone of bridge facilities.

**Miscellaneous:**

- 46. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- √47. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.

- √48. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.
- 49. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with it's reestablishment by a professional licensed surveyor.
- 50. An advance deposit of \$ 0.00 is required for project associated costs incurred by ODOT. Such costs will be identified and estimated by ODOT, and include, but are not limited to review of studies and calculations involving hydraulics/drainage, geotechnical, traffic and traffic control plans, signal, roadway design, bridge and other engineering support. Excess funds remaining in the account upon completion of billing will be refunded. If ODOT costs exceed the deposit amount, permittee shall be billed for the difference.

## SPECIAL PROVISIONS for UTILITY AND MISCELLANEOUS PERMITS

### SPECIAL PROVISIONS SUPERSEDE GENERAL PROVISIONS

- √1. THE SCOPE OF THIS PERMIT IS TO ALLOW DETOUR AND TRAFFIC CONTROL DURING AN EVENT, SEE PAGE 1 OF 2.
- √2. ANY DAMAGE TO ODOT RIGHT OF WAY SHALL BE RESTORED TO THAT CONDITION PRIOR TO EVENT AND TO SATISFACTION OF ODOT REPRESENTATIVE.
- √3. THE APPLICANT IS RESPONSIBLE FOR FURNISHING COMPLETE TRAFFIC CONTROL BY MEANS OF QUALIFIED POLICE OFFICERS AT EACH END OF THE PARADE AND DETOUR ROUTES, INCLUDING TEMPORARY SIGN PLACEMENT. ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). SEE SPECIAL PROVISION 9b.
- √4. THE APPLICANT SHALL BE RESPONSIBLE FOR ALL CLEAN-UP OF DEBRIS DEPOSITED ON OR ALONG THE HIGHWAY AS A RESULT FROM THE PARADE.
- √5. IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN PERMISSION TO USE CITY STREETS AND COUNTY ROADS FOR TRAFFIC DETOURS. THE OREGON DEPARTMENT OF TRANSPORTATION HAS NO AUTHORITY TO GRANT PERMISSION TO DETOUR TRAFFIC OVER CITY STREETS AND COUNTRY ROADS.
- √6. PARADE PERMITS ISSUED BY ODOT WILL ONLY COVER THAT PORTION OF THE PARADE THAT TAKES PLACE ON THE STATE HIGHWAY.

- √7. THE APPLICANT IS RESPONSIBLE AND LIABLE FOR ALL ACCIDENTS, DAMAGES, AND INJURIES TO PERSONS OR PROPERTY THAT ARE A DIRECT RESULT OF THE PARADE.
- √8. APPROVAL FOR THE PARADE IS AT THE DISCRETION OF THE ODOT DISTRICT 4 MANAGERS.
- √9. **ADDITIONAL SIGNATURES ARE REQUIRED.**

**(9a.) LOCAL JURISTITION (CITY) SIGNATURES REQUIRED.** SIGNATURE REPRESENTS CITY APPROVAL FOR THE PLANNED EVENT, APPROVAL OF ALL ASSOCIATED PLANNED ACTIVITIES AND APPROVE OF DETOUR ROUTES FOR THIS PERMITS.  
 CITY REPRESENTATIVE IS TO **SIGN PAGE 1 AND 8** OF THIS PERMIT, UNDER LOCAL GOVERNMENT OFFICIAL SIGNATURE.

JURISTITION: City of Harrisburg

**SIGNATURE:** \_\_\_\_\_,

CONTACT NAME: Michele Eldridge      PHONE NO.: 541-995-2200

MAILING ADDRESS: PO Box 378

CITY: Harrisburg STATE: OR      ZIP CODE: 97446

**APPLICANT IS TO PROVIDE THE CITY WITH A COPY OF THE FINALIZED ODOT ISSUED PERMIT 30 DAYS PRIOR TO THE EVENT.**

**(9b.) LOCAL POLICE DEPARTMENT OR LAW ENFORCEMENT SIGNATURE REQUIRED.** SIGNATURE ACKNOWLEDGES THAT THE LOCAL LAW ENFORCEMENT HAS BEEN NOTIFIED OF THE PLANNED ACTIVITIES ASSOCIATED TO THIS PERMIT. SEE SPECIAL PROVISIONS.

PRINT NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ DATE \_\_\_\_\_

- √10. ODOT STATION 2 CONTACT REQUIREMENT:  
 WHEN TRAFFIC CONTROL IS REQUIRED THAT DISRUPTS, DIVERTS, OR MAY CAUSE TRAFFIC IMPACTS OR DELAYS CONTACT ODOT STATION 2 AT 503-362-0457 48 HOURS PRIOR TO WORKING. YOU WILL NEED TO PROVIDE A CONTACT NAME, PHONE NUMBER, THE HIGHWAY, MILE POINT, TYPE OF WORK AND HOW LONG TRAFFIC WILL BE AFFECTED.
- √11. APPLICANT IS TO PROVIDE THE POLICE DEPARTMENT/LAW ENFORCEMENT WITH A COPY OF THE FINALIZED ODOT ISSUED PERMIT 30 DAYS PRIOR TO THE EVENT.

APPLICANT'S SIGNATURE ACKKNOWLEDGES APPLICANT HAS READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS

**APPLICANT SIGNATURE** Michele Eldridge      DATE 5-1-22

# EXHIBIT A - ROUTE

0 295 590 Feet

**Legend**

- Cityhall
- Post Office
- Fire Station
- Harrisburg Sub Station
- School
- Roads
- Railroad
- County Boundary
- Harrisburg Parks
- City Limits

1

2

3

4

5

5.

1

2

3

4

5

Detour Route, 2nd St.

Parade Start

Deputy/Territorial & 3rd St.

Dispersal after parade, north on 9th

Detour - Southbound Traffic

Parade Route

Staging

Staging

Detour Route, 2nd St.

Detour -Northbound Traffic

Parade Route

Staging

Deputy @ 6th & LaSalle

Dispersal After Parade, south on 6th St.

Deputy, 2nd & 3rd



**HARRISBURG**



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

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**THE MATTER OF APPROVING THE CONSENT LIST**

**STAFF REPORT:**

- Exhibit A: Harrisburg City Council Minutes for February 8, 2022
- Exhibit B: Harrisburg City Council Minutes for February 22, 2022
- Exhibit C: Payment Approval Report for April 2022
- Exhibit D: Planning Commission Minutes for April 19, 2022
- Exhibit E: Municipal Court Collections Report April 2022
- Exhibit F: Municipal Court Citation Report April 2022

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

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

- 1. Harrisburg City Council Minutes for February 8 and February 22, 2022**
- 2. The Payment Approval Report for April 2022**

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**THIS AGENDA BILL IS DESTINED FOR:** Consent Agenda –May 10, 2022

**STAFF RECOMMENDATION:**

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

**Building Permits:**

March 2022:	Submitted: 14
	Issued: 15
New Homes:	1

**Valuation:** \$138,696.14

**2022 YTD Valuation: \$608,696.14**

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

**Business Licenses Issued:**

- Bylers Custom Smoking is a Mobile Food Vendor selling barbeque and fry pies. He will be located 295 N 3<sup>rd</sup>. The owner is Peter Byler.

**Harrisburg Municipal Court:**

- Collection Report for the month of April is \$6,774.00 which includes \$1,905.00 in restitution paid to the City of Harrisburg from the driver who hit the reader board. **(EXHIBIT E).**
- There were 43 citations issued for the month of April for a total of 64 offenses **(EXHIBIT F).** One defendant was issued a criminal citation by LCSO with three criminal offenses including Criminal Trespass II, Offensive Littering and Littering in or Near Water. The City Attorney issued five Criminal FTA charges for defendants who failed to appear for their arraignments in March and April. There was also one defendant who was issued a citation, by Linn County Animal Control for two counts of Dog as Public Nuisance.

**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: Raande Loshbaugh**

The Harrisburg and HRA Budget Committee did not meet in the month of April.

*Next Scheduled Meeting: May 16, 2022*

**Library Board: Chairperson: Kristi Prozialeck**

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

*Next Scheduled Meeting: May 12, 2022*

**Personnel Committee: Chairperson; Kimberly Downey**

The Personnel Committee last met on February 23, 2022 and those minutes are not yet available.

*Next Scheduled Meeting: TBD*

**Planning Commission: Chairperson; Todd Culver**

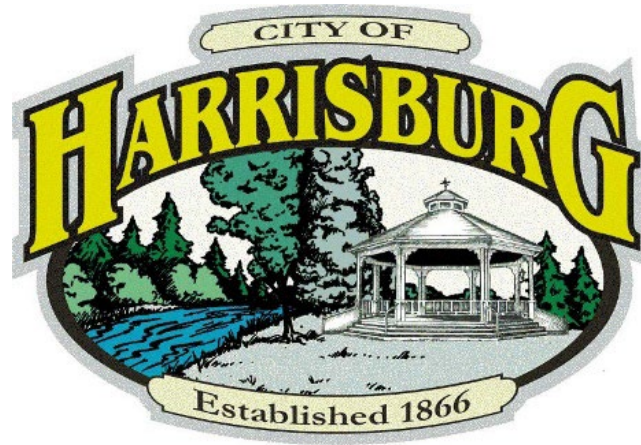
The Planning Commission met on April 19, 2022. Those minutes are attached.

*Next Scheduled Meeting: May 17, 2022*

**REVIEW AND APPROVAL:**

*Lori Ross*                      05/03/2022  
 \_\_\_\_\_  
 Lori Ross                      Date  
 City Recorder





City Council Business Meeting Minutes  
February 08, 2022

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

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

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

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

**STAFF REPORT:** Sergeant Frambes highlighted some of the incidents for January and stated that contracted hours were 60.5 over for the month. He informed Council of the Citizens Academy that takes place every Wednesday from April 6<sup>th</sup> to June 22<sup>nd</sup> and that all are welcome.

- Downey and Boese commented that they both attended the program and agreed that it was rewarding.
- Downey pointed out that the reports seem more specific than in the past and she appreciates it.
- Mayor Duncan commented that he feels there is a communication problem regarding accidents and asked if there is something we can do to be more informed of areas of concern.
- Keaton asked if there was an online tool where they could look for traffic accidents? Eldridge commented that our dashboard crime does show traffic along with crime, but it doesn't isolate them.
- Keaton asked about the cell phone violations. Sergeant Frambes stated that LCSO has a deputy who has been working on visual observations instead of speed.
- Eldridge thanked Sergeant Frambes for his assistance with a disabled senior citizen who had been living in her car at the riverfront. He was able to get her in touch with

February 08, 2022

the Mental Health Department and they assisted her with getting food stamps, medical assistance and relocating to an all-female shelter in Albany.

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

**STAFF REPORT:** Officer Mike Lee with Coburg Police Department, attending for Chief Larry Larson, reviewed the 4<sup>th</sup> Quarter Report as written.

- Boese asked what his schedule typically is? Officer Lee responded there is no consistency to the schedule due to being a small agency.
- Downey asked if he was aware of the traffic issues on 7<sup>th</sup> and Diamond Hill Rd. He commented that he just recently learned of the accident.
- Keaton asked if there was a better way to communicate areas of concern? Officer Lee responded that if someone emails Chief Larson, they would be happy to respond.

### **THE MATTER OF REVIEWING THE FREQUENCY OF VEHICLE ACCIDENTS NEAR THE CORNER OF 7TH AND DIAMOND HILL RD**

**STAFF REPORT:** Eldridge informed Council that she received a phone call from Dustin Frye, of Dempsey St, regarding an accident on January 24<sup>th</sup> at the corner of N 7<sup>th</sup> St and Diamond Hill Rd. A vehicle went through his yard, hitting both his and his neighbor's car. He stated there have been seven accidents over the last five years, and they have spent an estimated \$100,000 due to the fact that most of the drivers are uninsured. Eldridge commented that Mr. Frye has spoken with Scholz several times, and unfortunately, there are limitations on what the City can do because of federal highway regulations.

Eldridge stated that the City previously had two traffic engineers look at the design of that intersection and they both stated that it was fine, and no improvements could be made. The City is currently looking into options available as there are limitations because it is a truck route. The City is not able to install any traffic controls devices that controls the speed of traffic. Eldridge doesn't know if we can advocate for an exception for a four-way stop. She stated that Mr. Frye asked about rumble strips, and she noted that residents typically don't like them because of the noise produced. She stated that the City has asked for more law enforcement patrolling in the area and the City has looked at installing a flashing light, flashing LED signs, school crossing signs, and a texting and driving sign.

- Mayor Duncan stated that his sister previously lived at the same address for 10 years and he only remembers one accident happening. He commented that by looking at the photos of the accident, speed appears to be a factor. He invited Megan Dixon and Dustin Frye, of 690 Dempsey St, to please address Council.
- Ms. Dixon stated that she has lived at 690 Dempsey for six years and has had seven accidents in her front yard totaling three of their vehicles. Several of the accidents were by hit and run drivers leaving the expense to them. The first accident was five months after the speed bump was removed on Diamond Hill Rd. She has had friends, family and neighbors express their concern for safety when visiting their home and she is concerned about the safety of her family and the children walking to school. She first showed her concern four years ago, but nothing has changed. After this last accident, she contacted the City, ODOT and the Linn County Road Department. She was informed by ODOT and Linn County, that any safety concerns should be addressed to the City. Ms. Dixon presented a large diagram of the intersection, which was not submitted for the minutes, pointing out the current signage placement. She commented that people don't know that corner is there due to the lack of signage.
- Mayor Duncan asked what time of the day the accidents were happening, and Ms. Dixon replied the accidents are at all times of the day and commented that the

February 08, 2022

accidents started happening once the speed bump on 9<sup>th</sup> St and Diamond Hill Rd was removed in June of 2018. Scholz stated that it was removed due the incorrect angle placement of the bump which was causing damage to big trucks.

- Ms. Dixon commented that both the Linn County Sheriff Department and Coburg Police Department have been very helpful, but that is all the assistance they have received.
- Scholz clarified that inside the City limits, is our responsibility. However, the City cannot change the design of the road outside of what the Oregon Supplemental and the Manual of Uniform Traffic Control Devise (MUTCD) states.
- Mr. Frye suggested putting a concrete barrier parallel to the sidewalk and to paint it red. He believes a rumble strip or small speed bump should have been in place originally.
- Caughey mentioned that he witnessed several vehicles, including large trucks, speeding at that intersection and agrees that there is a big concern.
- Sergeant Frambes stated that anything that we can do will help, but it won't stop crashes from happening due to intoxicated driving.
- Scholz stated he has called our City Engineer's and asked them to assemble crash data and to give him every option for what we can do at this location, which will take about three weeks. He mentioned that the City has purchased flashing radar signs to be placed at all roads that enter the City limits and they should be installed in about two weeks.
- Ms. Dixon commented on the stress this has been causing herself and Mr. Frye.
- Mayor Duncan stated that the Council does empathize with them, but we do have legal restrictions. He believes there are things the City can do to improve the intersection.
- Keaton asked if it was possible to install a raised crosswalk, correctly placed, at that location and Scholz replied that the traffic engineer is looking into that.
- Keaton asked if this route would fall under the Safe Route to Schools Grant, and Eldridge replied that it was too far out of the way.
- Ms. Dixon commented that when she contacted Linn County for the accident reports for the last 10 years, they stated there was more activity the last five years, then the previous five and that she would be happy to supply the City with the report.
- Scholz stated that he would have public works look into any trees that are hindering any signage on the road.
- Keaton asked about changing the truck route to Territorial St and Scholz replied that Territorial is a salt-based road and trucks are not allowed to drive on it. The county would have to rebuild it to bring it up to code.
- Lacey LaDuke, from N 7<sup>th</sup> St, commented on a hit and run accident that occurred in December, and stated she is concerned about the safety of the kids. She has witnessed trucks and vehicles speeding at all times and likes seeing the current law enforcement on the road. She offered Council video footage of that accident.
- Keaton mentioned a decorative median section that constricts the road. Scholz responded that he did mention that to the engineers as well.
- Downey asked if law enforcement could stop giving warnings in that area for speeding violations.
- Caughey thanked everyone for coming out for the meeting and stated that Council wants to hear from the public regarding any concerns.

**City Council had a short recess at the hour of 7:47pm and resumed at 7:56pm.**

February 08, 2022

## **THE MATTER OF A PROPOSAL TO MODIFY THE CURRENT SOLID WASTE FRANCHISE RATE FOR REPUBLIC SERVICES, TO REFLECT A 5.9% INCREASE TO THE REFUSE RATE INDEX**

**STAFF REPORT:** Eldridge informed Council that since 2017 there has been a rate increase every year with the exception of 2020. As per section 20 of the franchise agreement, rate increases are approved by resolution approved by City Council. The 5.9% rate increase would average \$1.49 per month for residential customers with an effective date of January 1<sup>st</sup>, 2022. Eldridge informed Council that she unfortunately never received the original email from Julie Jackson, with Republic Services, regarding the proposed increase, due to it being delivered to an incorrect address. Eldridge informed Ms. Jackson that it is not consistent with ordinance standards for the rate to be imposed to residents, until it is approved by resolution.

- Ms. Jackson informed Council that Republic Services bills every two months, so no invoices were sent in January. She informed Council that they are offering a new 65-gallon cart and would like to add it to the rate schedule (**ADDENDUM 1**). She mentioned that every customer received a flyer at the end of the year which included information on what can and can't be recycled to help prevent contaminated recycling. Customers can now be assessed a fee for disposing of non-recyclable materials after they have received a warning.
  - Keaton motioned to approve Resolution No.1262, “A Resolution approving a 5.9% increase for Solid Waste Management Services provided by Republic Services and establishing an effective date and modifying Section No. 1 date to reflect February 1<sup>st</sup> , rather than January 1<sup>st</sup>” and was seconded by Downey. The City Council then voted unanimously to approve Resolution No. 1262, “A Resolution approving a 5.9% increase for Solid Waste Management Services provided by Republic Services and establishing an effective date and modifying Section No. 1 date to reflect February 1<sup>st</sup>, rather than January 1<sup>st</sup>.”
  - Keaton motioned to approve the addition of a 65-gallon cart to the Harrisburg Rate Schedule and was seconded by Downey. The City Council then voted unanimously to approve the addition of a 65-gallon cart to the Harrisburg Rate Schedule.

## **THE MATTER OF APPROVING THE 2ND QUARTER 2021/2022 EXPENSE REPORT**

**STAFF REPORT:** Nelson noted we are about halfway through the budget so we should be at about 50% on percentages. The red on the revenues is what we are under, and the red, on the expenditures, is what we are over. On the investment revenues, the red is due to the rates going down, which we have no control over. Assessment revenues for SDC's were budgeted lower than expected and anything over 100% will be in next year's beginning fund balance.

- Caughey motioned to approve the 2<sup>nd</sup> Quarter 2021/2022 Expense Report and was seconded by Downey. The City Council then voted unanimously to approve the 2<sup>nd</sup> Quarter 2021/2022 Expense Report.

## **THE MATTER OF REVIEWING AN INITIAL BID FOR THE READER BOARD REPLACEMENT**

**STAFF REPORT:** Eldridge stated that the lowest bid we received started at \$43,000. This does not include the software or mobilization. Because of the amount, we will need to obtain formal quotes. The American Rescue Plan Act funds will help with the cost as it is used for emergency communications. Skip Tracer's hopes to remove the old reader board by next week.

February 08, 2022

- Mayor Duncan asked about using the property by Riverside Church. Eldridge informed Council that they declined.
- No further discussion at this time. Eldridge to bring back to a future meeting.

### THE MATTER OF APPROVING THE CONSENT LIST

**STAFF REPORT:** No comments or concerns

- Downey motioned to approve the consent list and was seconded by Keaton. City Council then voted unanimously to approve the consent list. A motion to approve the consent list approved the following:
  - Harrisburg City Council Minutes for November 11, 2021
  - The Payment Approval Report for January 2022
  - Appointment of Lori Pelkey to the Library Board with a term ending June 30, 2024
  - Approve the out of state travel cost (\$0 to the City) to allow Cathy Nelson to attend the annual WMCA Conference in Pasco, WA, the annual CCAC Conference in Burlingame, CA and the annual IIMC Conference in Little Rock, AR

### CITY ADMINISTRATOR VERBAL REPORT

1. **Law Enforcement:** Eldridge stated that she has not received the rate for the new fiscal year from LCSO. She did receive the new rate from Coburg, and it was higher than what we are paying LCSO currently. Eldridge also noted that the Personnel Committee will be looking at the COLI for our employees' wages at the meeting on the 23<sup>rd</sup>.
2. **Crime Forum:** The 1<sup>st</sup> Crime Forum meeting will be held on Thursday, April 14<sup>th</sup> at 6:30pm at the Municipal Center.
3. **Riverfront Update:** Eldridge informed Council that someone was trespassed from all City Parks for 90 days and an elderly woman, who was living in her car for several weeks, has been relocated to an Albany shelter.
4. **Affordable Housing:** Eldridge stated that CWCOG will be analyzing the model code for affordable housing. Planning Commission will be looking at the model code next week. It will then go to legal review, and we will look to adopt the new plan in June
5. **City Administrator's Vacation:** Eldridge will be on vacation the first week in March.
6. **Habitat for Humanity:** Eldridge stated there is a grand opening for the new Habitat house on Territorial St this Saturday at 2pm and would like someone to attend in her place; Mayor Duncan offered.

**OTHERS:** None

**ADJOURN** at the hour of 8:42pm and was immediately followed by the HRA meeting.

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Mayor

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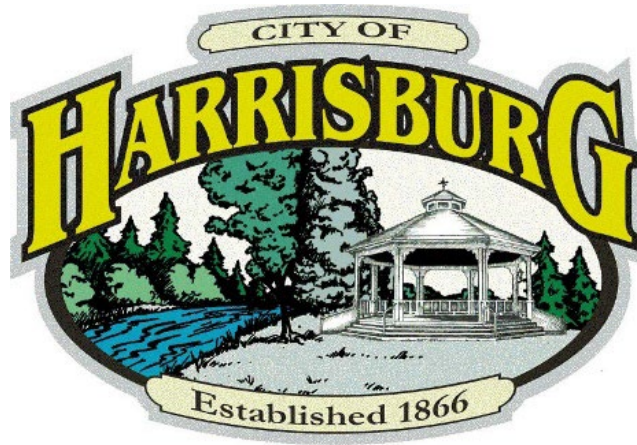
City Recorder

RATE COMPARISON January 2022

JURISDICTION	FREQ: SIZE:	WEEKLY 32GAL CART	WEEKLY 90GAL CART	WEEKLY 20GAL CART	WEEKLY 65GAL CART	WEEKLY 2 Yard	SERVICES INCLUDED
Harrisburg		\$23.08	\$35.52	\$21.51		\$208.40	MSW/REC (YD = Every Other Week)
Albany		\$24.90	\$37.40	\$21.89	\$31.16	\$201.16	MSW/REC/YD
Lebanon		\$25.91	\$37.98	\$23.52	NA	\$205.71	MSW/YD (REC = Every Other Week)
Corvallis		\$23.77	\$39.49	\$21.32	\$31.59	\$201.67	MSW/REC/YD
Philomath		\$21.94	\$38.11	\$15.20	\$29.92	\$207.88	MSW/REC/YD
Tangent		\$22.70	\$38.22	\$19.75	\$30.66	\$227.17	MSW ( REC/YD = Every Other Week)
Dallas		\$21.15	\$34.40	\$19.40	\$26.75	\$176.50	MSW ( REC/YD = Every Other Week)
Millersburg		\$21.42	\$33.44	\$19.11	NA	\$203.68	MSW/REC (YD = Every Other Week)
Sweet Home		\$55.94	\$68.65	\$28.36	NA	\$209.75	MSW (REC/YD = Every Other Week)
Adair Village		\$21.14	\$36.80	\$18.75	\$28.85	\$203.29	MSW/REC/YD
Junction City		17.80	33.89			164.00	MSW/REC/YD
Brownsville		\$31.85	\$39.60			\$224.69	MSW/REC/YD

Rate Increases from Republic Services

2022	5.9%
2021	0%
2020	0%
2019	2.4%



City Council Work Session Minutes  
February 22, 2022

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

**CALL TO ORDER AND ROLL CALL** by Mayor, Robert Duncan at the hour of 6:31pm

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

The order of business was altered due to a Zoom Meeting scheduled with auditor Steve Tuchscherer.

**THE MATTER OF AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR WATER ASSISTANCE PROVISIONS BETWEEN THE COMMUNITY SERVICES CONSORTIUM AND THE CITY OF HARRISBURG**

**STAFF REPORT** Eldridge commented that this program that was put together by the Community Services Consortium. The program allows low-income citizens, funds to prevent them from having utility services discontinued for non-payment. This program runs until all funds have been exhausted or until September 23, 2023 whichever comes first. Eldridge introduced Carol Canham, the new Utility Billing Supervisor/Building Permit Clerk and Code Enforcement Officer for the City of Harrisburg. Council welcomed Canham. Eldridge referred to page 119 which states that payment to the City will be made no later than 45 days after commitment is issued. Eldridge stated that she thinks this will be a good program.

- Canham commented that it will be nice to have another option for our residents.
- Boese asked of the 66-67 late tags in December and January, what percentage of payments are late. Ross stated that there are about 1,300 statements monthly and Keaton commented that was about 5%.

February 22, 2022

- **Caughey motioned to authorize the City Administrator to enter into a contract for water assistance provisions between the Community Services Consortium and the City of Harrisburg and was seconded by Boese. The City Council then voted unanimously to authorize the City Administrator to enter into a contract for water assistance provisions between the Community Services Consortium and the City of Harrisburg**

#### **THE MATTER OF REVIEWING AND DISCUSSING THE STRATEGIC PLAN FOR 2023-2027**

**STAFF REPORT:** Eldridge stated that the last time the Strategic Plan was discussed, it was noted that some changes needed to be made. Some of the redundant language needed to be eliminated and Council felt the plan was turning out to be a to do list and not Council goals. Eldridge referred to page 133, objective 3 and asked if that language was what they wanted.

- Keaton commented that Thomas was wanting to see language for all housing, not just affordable housing/low-income housing as an example. Eldridge replied that she would change it to create more housing opportunities.
- Eldridge referred to page 135 and stated that she removed objective 6 and added objective 9, which was the Safe Routes to School Grant. On page 136, she prioritized the Transportation System Plan and to update SDC's. On page 137, objective 10b, Eldridge asked if Council wanted to keep it or remove it since it's mentioned in the objectives above and below. Downey replied to have it removed.
- Eldridge referred to page 139, Economic Development and stated that Council wanted to do something different, so she added changes to goals 1, 2 and 3 to make more relevant.
- Eldridge referred to page 142, Efficient Governance and stated that she removed the action for objective 20 because it was obtained and objective 21 because it is a best practice and not a goal.
- Downey commented that she felt 24b was also a best practice and not a goal. Mayor Duncan agreed. Eldridge to remove it.
- Eldridge reviewed last year's Council Priorities on page 132 and reviewed the changes made and asked if housing, objective 3 should be a priority.
- Keaton replied that housing is important and should be a priority. Eldridge stated she would add objective 3 as a priority. Keaton asked how many Council priorities are in each section and if that was something that we wanted to pay attention to. Eldridge commented that she would list the Council Priorities and Council would prioritize them as most important goals.
- Eldridge stated that she will email council the priority list and will bring back to a future meeting.

#### **THE MATTER OF DISCUSSING THE HARRISBURG FISCAL YEAR 2020-2021 AUDIT REPORT WITH THE AUDITOR, STEVE TUCHSCHERER**

**STAFF REPORT:** Steve Tuchscherer apologized for the delay for the audit report which was due to Covid and staffing issues. He stated the timing of everything was good and there were no problems with the audit. A big challenge is converting the budgetary basis financial information into full accrual financial statements and the information related to those. He referred to the table of contents on page 9 which shows the required process of starting at full accrual accounting, then budgetary basics accounting and then back to full accrual accounting, This is the required process to be in compliance with auditing and



February 22, 2022

accounting standards. Tuchscherer referred to page 25 which is the Statement of Net Position that reflects the capital assets and stated these are things we don't worry about when doing a budget as this is designed to give the City a more business-like perspective. He stated that Harrisburg was in a great financial position because of the positive net position in Government Activities. The most important job for the auditor is to report the condition of the financial statements and any compliance issues with the State of Oregon. Tuchscherer found nothing and stated it was good work all the way around.

- **Caughey motioned to approve the City's Fiscal Year 2020-2021 Audit Report, as presented by the auditor Steve Tuchscherer, and was seconded by Downey. The City Council then voted unanimously to approve the City's Fiscal Year 2020-2021 Audit Report as presented by the auditor Steve Tuchscherer.**

**OTHERS:** To be discussed during the HRA Board Meeting.

**ADJOURN** at the hour of 7:15pm and was immediately followed by the HRA Board Meeting.

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Mayor

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City Recorder

## 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>1206</b>						
1206	Analytical Lab & Consultants	146238	Water Testing	03/03/2022	229.00	51-65-4200
1206	Analytical Lab & Consultants	146380	Water Testing	03/08/2022	287.00	52-65-4200
1206	Analytical Lab & Consultants	146611	Water Testing	03/16/2022	76.00	51-65-4200
1206	Analytical Lab & Consultants	146784	Water Testing	03/21/2022	287.00	52-65-4200
1206	Analytical Lab & Consultants	146793	Water Testing	03/22/2022	103.00	52-65-4200
Total 1206:					982.00	
<b>3987</b>						
3987	Association for Rural & Small Libr	64004	Membership	04/12/2022	20.00	24-50-2125
Total 3987:					20.00	
<b>2225</b>						
2225	B & I Hardware & Rental	521996	P/W Misc Supplies.	03/01/2022	.50	10-72-6700
2225	B & I Hardware & Rental	521996A	P/W Misc Supplies.	03/01/2022	4.09	52-65-2400
2225	B & I Hardware & Rental	524647	P/W Misc Supplies.	03/15/2022	73.98	10-72-6700
2225	B & I Hardware & Rental	529114	P/W Misc Supplies.	04/06/2022	50.98	10-72-4000
Total 2225:					129.55	
<b>3200</b>						
3200	Barnes & Noble, Inc.	4147765	Books	07/22/2021	582.99	24-60-2000
3200	Barnes & Noble, Inc.	4147765	Books	07/22/2021	75.00	24-60-2700
3200	Barnes & Noble, Inc.	4241778	Books	03/21/2022	284.48	24-60-2000
Total 3200:					942.47	
<b>3693</b>						
3693	Branch Engineering Inc	00017574	Engineering Services	03/29/2022	1,400.00	51-71-2100
3693	Branch Engineering Inc	00017575	Engineering Services	03/29/2022	450.00	10-41-4000
3693	Branch Engineering Inc	00017576	Engineering Services	03/29/2022	570.00	51-71-2100
3693	Branch Engineering Inc	00017577	Engineering Services	03/29/2022	650.00	10-41-4000
3693	Branch Engineering Inc	00017578	Engineering Services	03/29/2022	51,941.54	51-78-8015
Total 3693:					55,011.54	
<b>3697</b>						
3697	Brewer and Coulombe, PC	502716	Attorney Fees	04/14/2022	437.50	10-42-2700
Total 3697:					437.50	
<b>1576</b>						
1576	C & M Pump Co.	30690	Service pumps	03/28/2022	9,340.00	51-65-4600
Total 1576:					9,340.00	
<b>3788</b>						
3788	Cameron McCarthy Landscape	00281	OPRD Grant	04/11/2022	3,571.25	61-70-7500

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 3788:					3,571.25	
<b>2549</b>						
2549	Cascade Columbia Distribution	833563	Misc. P/W Expense	03/30/2022	2,555.80	52-65-4000
2549	Cascade Columbia Distribution	834942	Misc. P/W Expense	04/13/2022	1,290.40	52-65-4000
2549	Cascade Columbia Distribution	834970	Misc. P/W Expense	04/19/2022	1,665.40	52-65-4000
Total 2549:					5,511.60	
<b>3407</b>						
3407	Cascade Health Solutions	10490	Exam	03/14/2022	133.00	11-44-6100
Total 3407:					133.00	
<b>3773</b>						
3773	CenturyLink	88120409	Phone Bill	04/04/2022	.36	10-69-3500
3773	CenturyLink	MARCH 2022	Phone Bill	03/26/2022	41.79	52-65-3500
3773	CenturyLink	MARCH 2022	Phone Bill	03/26/2022	45.44	52-65-3500
3773	CenturyLink	MARCH 2022	Phone Bill	03/26/2022	43.89	51-65-3500
3773	CenturyLink	MARCH 2022	Phone Bill	03/26/2022	41.54	51-65-3500
3773	CenturyLink	MARCH 2022	Phone Bill	03/26/2022	45.44	52-65-3500
3773	CenturyLink	MARCH 2022	Phone Bill	03/26/2022	40.24	52-65-3500
3773	CenturyLink	MARCH 2022	Phone Bill	03/26/2022	45.44	52-65-3500
3773	CenturyLink	MARCH 2022	Phone Bill	03/26/2022	41.54	10-69-3500
3773	CenturyLink	MARCH 2022	Phone Bill	03/26/2022	41.79	52-65-3500
Total 3773:					387.47	
<b>1016</b>						
1016	Cheryl Spangler	0401221	Reimbursement	04/01/2022	45.00	24-60-2000
Total 1016:					45.00	
<b>1290</b>						
1290	CIS	HAR-GASB75-	GASB 75	03/30/2022	548.50	10-41-2600
Total 1290:					548.50	
<b>3914</b>						
3914	City of Coburg	2021QTR4	Law Enforcement Services	12/31/2021	6,720.00	10-66-3050
3914	City of Coburg	2022QRT1	Law Enforcement Services	03/31/2022	6,720.00	10-66-3050
Total 3914:					13,440.00	
<b>2939</b>						
2939	Cobalt Computer Services, Inc.	22682	Computer Software	03/25/2022	2,181.59	10-60-2700
2939	Cobalt Computer Services, Inc.	22682	Computer Software	03/25/2022	476.07	40-65-8050
2939	Cobalt Computer Services, Inc.	22682	Computer Software	03/25/2022	874.67	51-74-2300
2939	Cobalt Computer Services, Inc.	22682	Computer Software	03/25/2022	874.67	52-74-2300
2939	Cobalt Computer Services, Inc.	22710	Computer Service	03/31/2022	231.00	40-65-8015
2939	Cobalt Computer Services, Inc.	22803	Computer Software	03/31/2022	143.75	10-60-2710
2939	Cobalt Computer Services, Inc.	22803	Computer Software	03/31/2022	360.32	40-65-8015
2939	Cobalt Computer Services, Inc.	22803	Computer Software	03/31/2022	57.50	51-74-2100
2939	Cobalt Computer Services, Inc.	22803	Computer Software	03/31/2022	57.50	52-74-2100
2939	Cobalt Computer Services, Inc.	22803	Computer Software	03/31/2022	1,048.43	40-65-8050
2939	Cobalt Computer Services, Inc.	22899	Server Replacement	04/25/2022	14,000.00	40-67-8100

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
2939	Cobalt Computer Services, Inc.	22899	Server Replacement	04/25/2022	7,000.00	40-65-8045
2939	Cobalt Computer Services, Inc.	22899	Server Replacement	04/25/2022	2,000.00	40-65-8010
2939	Cobalt Computer Services, Inc.	22899	Server Replacement	04/25/2022	1,830.30	40-65-8050
Total 2939:					31,135.80	
<b>2720</b>						
2720	Comcast	APRIL 2022	Internet Service	04/02/2022	309.67	10-60-2000
2720	Comcast	APRIL 2022 LI	Internet Service	03/23/2022	146.85	24-60-2525
2720	Comcast	APRIL 2022 P/	Internet Service	04/01/2022	74.93	51-65-3550
2720	Comcast	APRIL 2022 P/	Internet Service	04/01/2022	74.92	52-65-3550
Total 2720:					606.37	
<b>1210</b>						
1210	Conser Quarry Company	87838	Gravel	03/16/2022	291.68	51-65-2400
1210	Conser Quarry Company	87909	Gravel	03/17/2022	267.28	52-65-2400
1210	Conser Quarry Company	88147	Gravel	03/22/2022	140.39	51-65-2400
Total 1210:					699.35	
<b>3913</b>						
3913	DataBar Inc	255415	W/S Utility Statements	04/06/2022	317.00	51-74-2200
3913	DataBar Inc	255415	W/S Utility Statements	04/06/2022	317.00	52-74-2200
Total 3913:					634.00	
<b>3966</b>						
3966	DCBS Fiscal Services	MARCH 2022	State Surcharge - Building/Electric	04/01/2022	46.13	27-70-1050
3966	DCBS Fiscal Services	MARCH 2022	State Surcharge - Building/Electric	04/01/2022	57.42	26-70-1050
Total 3966:					103.55	
<b>1946</b>						
1946	Ferguson Waterworks	1071723	P/W Misc. Expense	03/17/2022	2,588.00	51-65-4600
1946	Ferguson Waterworks	1071875	P/W Misc. Expense	03/17/2022	179.79	51-65-4600
Total 1946:					2,767.79	
<b>1218</b>						
1218	Grainger	9269170693	Misc. P/W Supplies	04/05/2022	486.06	41-78-8170
1218	Grainger	9276562486	Misc. P/W Supplies	04/12/2022	936.78	10-72-4000
Total 1218:					1,422.84	
<b>1947</b>						
1947	H & J Construction, Inc.	5152	P/W Misc Expense	04/19/2022	1,704.08	52-78-7035
Total 1947:					1,704.08	
<b>2271</b>						
2271	Home Comfort Heating & A/C	24550951	City Hall Heat System	04/12/2022	383.57	10-72-4000
Total 2271:					383.57	
<b>1220</b>						
1220	Hurd's Custom Machinery, Inc.	14986	Public Works Supplies	03/04/2022	433.00	11-43-2000

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1220	Hurd's Custom Machinery, Inc.	33380	Public Works Supplies	03/03/2022	196.62	10-72-4000
1220	Hurd's Custom Machinery, Inc.	33554	Public Works Supplies	03/22/2022	27.86	11-43-2000
Total 1220:					657.48	
<b>3760</b>						
3760	ICMA Membership Renewals	MICHELE 2022	Member Dues	04/12/2022	760.00	10-63-2100
Total 3760:					760.00	
<b>2307</b>						
2307	IIMC	CATHY 2022	IIMC Membership Dues	04/12/2022	115.00	10-63-2100
2307	IIMC	LORI ROSS 20	IIMC Membership Dues	04/11/2022	175.00	10-63-2100
Total 2307:					290.00	
<b>3964</b>						
3964	Jamie Knox	OACA SPRING	Per Diem	04/12/2022	99.00	10-63-2200
Total 3964:					99.00	
<b>1221</b>						
1221	Jerry's Home Improvement	138299	Misc Public Works Supplies	03/22/2022	195.86	10-72-4000
Total 1221:					195.86	
<b>3432</b>						
3432	John Deere Financial	3371495	Misc P/W Exp	03/07/2022	123.50	10-72-6700
Total 3432:					123.50	
<b>3968</b>						
3968	Junction City	MARCH 2022	Building/Electrical Permit Fees	04/01/2022	259.19	26-70-1000
3968	Junction City	MARCH 2022	Building/Electrical Permit Fees	04/01/2022	301.70	27-70-1000
Total 3968:					560.89	
<b>3883</b>						
3883	Knox Ag Irrigaion, Inc	3185	Misc P/W Exp	04/26/2022	19.80	52-65-4600
Total 3883:					19.80	
<b>3974</b>						
3974	Law Office of Ivers & Miller	1623	Attourney Fee	03/30/2022	60.00	10-42-2700
Total 3974:					60.00	
<b>2489</b>						
2489	Lori Ross	OACA SPRING	Per Diem	04/12/2022	115.00	10-63-2200
2489	Lori Ross	OAMR MID YE	Per Diem	04/12/2022	49.00	10-63-2200
Total 2489:					164.00	
<b>3988</b>						
3988	McClinton Painting	2204-1211-156	Paint	04/13/2022	4,518.00	52-65-2400

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 3988:					4,518.00	
<b>2069</b>						
2069	McKenzie Excavating, Inc.	REFUND 4/202	Refund	04/20/2022	52.50	26-33-1000
Total 2069:					52.50	
<b>3292</b>						
3292	Mid-Valley Tractor	57215	Misc P/W Exp	04/05/2022	517.78	10-72-6700
Total 3292:					517.78	
<b>3894</b>						
3894	Mitel	39569601	Phone Bill	04/01/2022	116.13	52-65-3500
3894	Mitel	39569601	Phone Bill	04/01/2022	116.13	51-65-3500
3894	Mitel	39569601	Phone Bill	04/01/2022	25.21	24-60-2500
3894	Mitel	39569601	Phone Bill	04/01/2022	116.12	10-69-3500
Total 3894:					373.59	
<b>3989</b>						
3989	Moore Iacofano Goltsman, Inc.	0074613	Consulting Fees	04/19/2022	2,021.25	10-41-2600
Total 3989:					2,021.25	
<b>3873</b>						
3873	NAPA Auto Parts	817-652690	Misc P/W Exp	03/29/2022	7.30	11-45-2100
Total 3873:					7.30	
<b>2644</b>						
2644	Net Assets	54202203	Lien Searches	04/01/2022	87.00	10-53-2250
Total 2644:					87.00	
<b>3921</b>						
3921	Northwest Electrical Construction,	5056	Electrical	04/10/2022	294.11	51-65-2400
3921	Northwest Electrical Construction,	5056	Electrical	04/10/2022	420.00	52-65-2400
Total 3921:					714.11	
<b>1102</b>						
1102	NW Natural Gas Co.	APRIL 2022	Utilities	04/11/2022	17.27	10-69-2000
1102	NW Natural Gas Co.	APRIL 2022 P/	Utilities	04/11/2022	212.11	51-65-2700
1102	NW Natural Gas Co.	APRIL 2022 P	Utilities	04/11/2022	48.70	52-65-2700
Total 1102:					278.08	
<b>1245</b>						
1245	One Call Concepts, Inc.	2030392	Locates	03/31/2022	42.00	51-65-4600
1245	One Call Concepts, Inc.	2030392	Locates	03/31/2022	42.00	52-65-4600
Total 1245:					84.00	
<b>1862</b>						
1862	Oregon DMV	L0032884147	Record Inquiry	03/31/2022	2.75	10-42-2800

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 1862:					2.75	
<b>3963</b>						
3963	OverDrive, Inc.	01093MA2210	Digital Library	03/31/2022	76.00	24-60-3200
Total 3963:					76.00	
<b>3096</b>						
3096	Pacific Office Automation	61599	Telephone	04/05/2022	80.00	10-69-3500
3096	Pacific Office Automation	61599	Telephone	04/05/2022	40.00	24-60-2500
3096	Pacific Office Automation	61599	Telephone	04/05/2022	77.50	51-65-3500
3096	Pacific Office Automation	61599	Telephone	04/05/2022	77.50	52-65-3500
Total 3096:					275.00	
<b>1079</b>						
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	44.75	52-65-2600
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	20.00	10-69-2500
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	240.17	10-69-2500
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	18.05	10-69-2500
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	70.02	10-69-2500
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	55.36	10-69-2500
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	643.31	10-69-2500
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	62.53	52-65-2600
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	95.22	52-65-2600
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	1,110.40	52-65-2600
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	49.20	52-65-2600
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	25.24	52-65-2600
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	36.34	52-65-2600
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	31.69	10-72-6700
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	362.28	25-65-2500
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	23.58	25-65-2500
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	50.13	25-65-2500
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	102.65	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	63.16	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	24.41	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	390.60	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	63.16	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	1,032.12	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	35.35	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	97.42	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	216.80	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	18.05	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	367.94	10-69-3000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	32.52	11-44-2000
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	2,601.70	51-65-2600
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	854.42	51-65-2600
1079	Pacific Power & Light Company	MARCH 2022	UTILITIES	04/20/2022	162.53	51-65-2600
Total 1079:					9,001.10	
<b>3545</b>						
3545	Pape Material Handling	11015849	Misc P/W Exp	03/03/2022	1,574.55	52-65-4600
Total 3545:					1,574.55	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
<b>3985</b>						
3985	Schneider Water Services	12796	Well Repair	03/29/2022	19,023.97	55-60-3000
Total 3985:					19,023.97	
<b>3582</b>						
3582	Sierra Springs	21792967 0402	Bottled Water	03/21/2022	71.65	10-53-2200
Total 3582:					71.65	
<b>2927</b>						
2927	Staples Business Advantage	3503638962	Office Supplies	03/30/2022	33.12	10-60-2300
2927	Staples Business Advantage	3503638962	Office Supplies	03/30/2022	33.11	51-74-2400
2927	Staples Business Advantage	3503638962	Office Supplies	03/30/2022	33.10	52-74-2400
2927	Staples Business Advantage	3503830610	Office Supplies	03/31/2022	12.33	10-60-2300
2927	Staples Business Advantage	3503830610	Office Supplies	03/31/2022	12.33	51-74-2400
2927	Staples Business Advantage	3503830610	Office Supplies	03/31/2022	12.33	52-74-2400
2927	Staples Business Advantage	3503830613	Office Supplies	03/31/2022	22.00	10-60-2300
2927	Staples Business Advantage	3503830613	Office Supplies	03/31/2022	21.99	51-74-2400
2927	Staples Business Advantage	3503830613	Office Supplies	03/31/2022	21.99	52-74-2400
2927	Staples Business Advantage	3504373129	Office Supplies	04/02/2022	.01	10-60-2300
2927	Staples Business Advantage	3504373129	Office Supplies	04/02/2022	.01	51-74-2400
2927	Staples Business Advantage	3504373129	Office Supplies	04/02/2022	.00	52-74-2400
2927	Staples Business Advantage	3505072812	Office Supplies	04/12/2022	23.83	10-60-2300
2927	Staples Business Advantage	3505072812	Office Supplies	04/12/2022	23.83	51-74-2400
2927	Staples Business Advantage	3505072812	Office Supplies	04/12/2022	23.83	52-74-2400
2927	Staples Business Advantage	3505139954	Office Supplies	04/13/2022	5.53	10-60-2300
2927	Staples Business Advantage	3505139954	Office Supplies	04/13/2022	5.53	51-74-2400
2927	Staples Business Advantage	3505139954	Office Supplies	04/13/2022	5.52	52-74-2400
Total 2927:					290.39	
<b>3986</b>						
3986	Thompson Pump	#101221-TPM	Pump	03/30/2022	104,560.00	56-60-2300
Total 3986:					104,560.00	
<b>3826</b>						
3826	Valley Argonomics LLC	74024815	Misc P/W Exp	03/11/2022	300.75	10-72-6700
3826	Valley Argonomics LLC	74024854	Misc P/W Exp	03/11/2022	1,442.23	25-65-2000
3826	Valley Argonomics LLC	74025080	Misc P/W Exp	03/22/2022	190.00	25-65-2000
Total 3826:					1,932.98	
<b>3663</b>						
3663	Water & Sewer Deposit Refund	#8.09	Utility Billing Overpayment	03/31/2022	52.18	01-1075
3663	Water & Sewer Deposit Refund	#83.04	Utility Billing Overpayment	04/21/2022	26.05	01-1075
Total 3663:					78.23	
<b>2661</b>						
2661	WCP Solutions	12717557	Office Supplies	03/30/2022	101.00	11-44-6000
2661	WCP Solutions	12717557	Office Supplies	03/30/2022	101.00	51-74-2400
2661	WCP Solutions	12717557	Office Supplies	03/30/2022	101.00	52-74-2400
2661	WCP Solutions	12717557	Office Supplies	03/30/2022	337.86	10-72-6650
2661	WCP Solutions	12717557	Office Supplies	03/30/2022	634.84	10-72-6700
2661	WCP Solutions	12717558	Office Supplies	03/30/2022	611.05	10-72-6700



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 2661:					1,886.75	
<b>1239</b>						
1239	WECO	CP-00190186	PW Gas Exp	03/31/2022	558.99	11-45-2000
1239	WECO	CP-00190186	PW Gas Exp	03/31/2022	650.50	51-73-2000
1239	WECO	CP-00190186	PW Gas Exp	03/31/2022	650.50	52-73-2000
Total 1239:					1,859.99	
<b>3750</b>						
3750	Willamette Valey Awards Inc.	59979	Nameplate	03/31/2022	12.75	10-53-2200
Total 3750:					12.75	
<b>3879</b>						
3879	Wilson Equipment, LLC	59375	Misc P/W Expense	03/11/2022	2,175.27	11-45-3000
3879	Wilson Equipment, LLC	61733	Misc P/W Expense	03/11/2022	115.21	52-65-4600
Total 3879:					2,290.48	
Grand Totals:					284,477.96	

Dated: \_\_\_\_\_

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

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

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

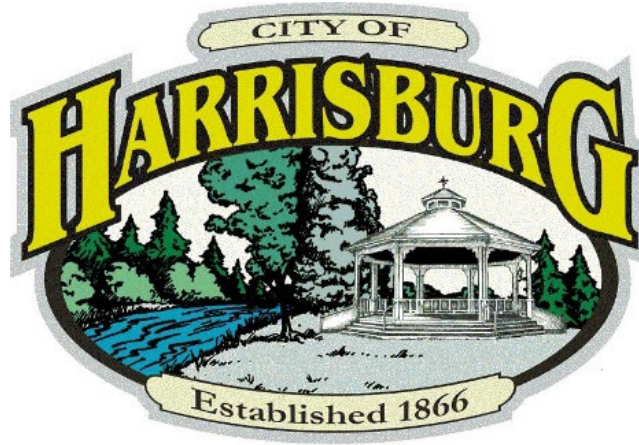
City Treasurer: \_\_\_\_\_

Payment Approval Report  
Expense Account Key

	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

Report Criteria:

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



Planning Commission Meeting Minutes  
April 19, 2022

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Vice-Chairperson: Jeremy Moritz, Presiding  
 Commissioners Present: Kent Wullenwaber, Susan Jackson, Joe Neely, and Kurt Kayner  
 Absent: Todd Culver, and Rhonda Giles  
 Staff Present: City Administrator/Planner Michele Eldridge, Finance Officer/Deputy City Recorder Cathy Nelson, and Public Works Director Chuck Scholz  
 Meeting Location: Harrisburg Municipal Center located at 354 Smith St.

**CALL TO ORDER AND ROLL CALL:** Order was called at 7:00 pm by Vice-Chairperson Jeremy Moritz.

Planning Commission was introduced to newly appointed member Joe Neely.

**CONCERNED CITIZEN(S) IN THE AUDIENCE.** Everyone present were there for items on the agenda.

**PUBLIC HEARING**

**THE MATTER OF THE SHADOWOOD PRELIMINARY 13-LOT, RESIDENTIAL SUBDIVISION (LU 439-2022).**

Vice-Chairperson Jeremy Moritz read aloud the order of proceedings, and noted the procedures for a continuance, and the process to keep the record open.

At the hour of 7:05 PM, the Public Hearing was opened.

Moritz asked if there were any Conflicts of Interest or any Ex Parte contacts.

None stated.

There were no rebuttals in relation to Conflicts of Interest, or Ex Parte Contacts.

Moritz then read aloud the criteria that were relied upon for this land use hearing and noted additional copies of criteria near the door. He also directed the audience on how they would need to direct testimony towards the applicable criteria, and how an appeal could be made.

April 19, 2022

**STAFF REPORT:** Eldridge gave a brief background of the previous application for the Shadowood Subdivision. She stated that this was an unusual situation. The owner was not able to get the final plat submitted before the extension expired. The subdivision has already been approved by the Planning Commission and most of the conditions are already met. They are still proposing on creating ten (10) high-density lots, for five (5) common wall duplexes. Two (2) larger lots will also be created. Eldridge highlighted the following.

- The City Planner and Engineer have eliminated the 5' planter utility strip requirement to allow for more parking.
  - Moritz asked what precedents are set for future roads. Scholtz stated that new developments will create more parking on Sommerville Loop due to being a collector street and not a residential street. Eldridge pointed out that street conditions are found in Condition #6.
- The Revised Conditions of Approval were handed out to the Planning Commission and applicant as attached.
- South 9<sup>th</sup> Street will be extended on the north side of Sommerville Loop, in 2022-2023, which will ease congestion on Sommerville Loop.
- Lot #13 is shown on page 38 on the agenda packet is a conceptual lot layout.
- Condition #4 requires a DEQ 1200-C permit, or that the plat contains language that notifies potential buyers that they must obtain one.
  - Moritz asked if this requirement meant that every lot created from Lot # 13 would need a DEQ 1200-C permit unless they do it now. Eldridge said that was correct. The owner will need to get written notice to buyers if they choose to not provide it now. Most developers choose to provide all of these approvals; this was a little unusual.
- Eldridge received an email from the Department of State Lands (DSL) that added another condition, that the applicant would need to show the relation of the subdivision plat to the wetlands as submitted to DSL. The applicant has been made aware and agrees to meet the condition.
- Storm lines will be culverted. The applicant had wanted to provide open storm lines in their original application packet, but was required in the last subdivision conditions of approval to place them underground.

**APPLICANTS TESTIMONY:** Applicants representative, Steven Wood, stated that he has seen and agrees to all of the updated conditions.

**TESTIMONY IN FAVOR WAS ASKED FOR:** None given.

**TESTIMONY IN OPPOSITION WAS ASKED FOR:** None given.

**NEUTRAL TESTIMONY WAS ASKED FOR:** Resident Cary Powell stated that his property abuts the new development. He wants to clarify that there will be an open pipe placed along with a ditch inlet to allow his stormwater to flow correctly. Scholtz said this is required by State ORS and will be a requirement.

**The public hearing was closed at the hour of 7:46 pm.**

- **Kayner motioned to approve with conditions as modified the Shadowood Subdivision application (LU 439-2022). He was seconded by Neely. The Planning Commission then voted unanimously to approve the Shadowood Subdivision application (LU 439-2022), subject to the modified conditions of approval in the April 11, 2022, staff report. This motion is based on findings**

April 19, 2022

presented in the April 11, 2022, staff report, and on public written and oral comments made on or about this application, and after due deliberation of the Harrisburg Planning Commission on this 19<sup>th</sup> Day of April 2022.

**NEW BUSINESS**

**THE MATTER OF A ONE-TIME EXTENSION FOR THE SKIP TRACER & LADS SITE PLAN TO CONSTRUCT A 7,500 SQ. FT. EQUIPEMENT STORAGE BUILDING ON THE NORTH SIDE OF THEIR LOT LOCATED AT 23767 PEORIA ROAD.**

**STAFF REPORT:** Eldridge gave a brief background on the original application. They ran out of time and are requesting an extension to complete their original plan.

- **Kayner motioned to allow a one-year extension of the Skip Tracer & Lads site plan to May 1, 2023. He was seconded by Wullenwaber. The Planning Commission then voted unanimously to allow a one-year extension of the Skip Tracer & Lads site plan to May 1, 2023.**

**OTHERS**

- Eldridge reported that the Woodhill Crossing project is not moving forward. The property is back on the market to be sold.

**With no further discussion, the meeting was adjourned at the hour of 7:55 pm.**

\_\_\_\_\_  
Chairperson

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

**City of Harrisburg  
PLANNING COMMISSION**

**NOTICE OF DECISION**

**REQUEST:** The applicant requests approval of a proposed subdivision entitled Shadowood Subdivision (LU 439-2022) to create a 13-parcel subdivision.

**LOCATION:** The subject site is located adjacent and to the east of 995 Sommerville Loop, and is also known as tax lot 3000 of Linn County Assessor’s Map 15S04W15.

**HEARING DATE:** April 19, 2022

**ZONING:** R-2 (Medium Density Residential) and R-3 (High Density Residential)

**APPLICANT** Wood Construction & Development LLC  
Richard Wood  
5125 NW Greenwood Ave  
Redmond, OR 97756

**OWNER:** William R. Wood  
PO Box 3500-130  
Sisters, OR 97759

**APPEAL DEADLINE:** May 2, 2022, at 5:00 p.m.

**DECISION:** The Harrisburg Planning Commission conducted a public hearing on April 19, 2022, and voted to approve the request, subject to the attached conditions of approval. The Planning Commission adopted the findings contained in the Staff Report of the April 19, 2022, Planning Commission meeting, and portions of the minutes from the meeting that demonstrate support for the Planning Commission’s actions.

**APPEALS:** The decision may be appealed by filing a Notice of Appeal with the City Recorder at 120 Smith Street. The Notice of Appeal should be filed by the Appeal Deadline date listed above. Specific information on the requirements for an appeal or a

copy of the complete file of this land use action may be obtained at Harrisburg City Hall. There is a fee of \$425.00.

**EFFECTIVE DATE:** May 3, 2022, unless an appeal has been filed with the City Recorder.

**EFFECTIVE PERIOD:** A Final Plat must be provided to the City within six months after the preliminary subdivision plat is approved. If the applicant has not submitted the final plat for approval within six months of approval, the preliminary plat shall be resubmitted to the Planning Commission for additional review (see HMC 17.25.010(1)). Where the Planning Commission finds that conditions have not changed, at its discretion and without a public hearing, the Commission may extend the approval period one time for a period not to exceed one additional year.

Unless appealed, this Subdivision approval will expire on May 3, 2023.

  
\_\_\_\_\_  
Jeremy Moritz  
Planning Commission Vice-Chair

**RECOMMENDED CONDITIONS OF APPROVAL**

1. **Consistency with Plans** – Development shall comply with the plans and narrative in the applicant’s proposal, and all applicable land use and building code requirements contained in HMC Chapters 15, 17 & 18, except where modified by the following conditions of approval.
2. **Public Infrastructure** - Prior to the submission of a Final Plat the Applicant shall comply with all of the public utilities, ROW and easement requirements of HMC Titles 12 & 13. All utilities shall be located underground.
3. **Fire Hydrants** – The Fire Hydrant shall be installed to the specifications of the City and the Fire Marshal in the location as shown on Public Improvements Sheet G00.
4. **Excavating and Grading** - Applicant shall comply with Excavating and Grading provision as required by HMC 15.05.030 and the permitting procedures of HMC 15.05.040-070. Prior to any site disturbance, the applicant shall submit and gain approval for a DEQ 1200-C permit. Alternatively, the applicant shall provide written notice on the final plat to the buyer of the lots that no grading or other work will be allowed in the subdivision, to the north of the right-of-way, on private property, until the builder provides a DEQ 1200-C permit.
5. **Stormwater** – Applicant shall prepare and submit a stormwater impact drainage study demonstrating no post development increase runoff during peak conditions relative to pre-development rates. Stormwater detention shall be designed and constructed with the public improvements.
6. **Street Improvements:** Prior to the issuance of any Building Permits, the applicant is required to comply with the street plans in Sheet G0.0 as shown in Exhibit C.
7. **Street Trees:** Prior to any excavating, grading, or construction, the applicant shall submit a Street Tree list to the Public Works Director, showing one tree to be planted per residential lot. The developer shall pay to the City the street tree fees concurrently with the warranty bond and development agreement.
8. **Wetlands:** Prior to the submission of a Final Plat, Applicant shall provide the city with a site plan/plat in scale, showing the location of the proposed subdivision in relation to the wetlands shown on the approved DSL delineation report.
9. **Submission of Final Plat** - Applicant shall submit a Final Plat application consistent with HMC 17.25, within six months of this approval, unless an extension is timely requested and granted.

**OTHER DEVELOPMENT CONSIDERATIONS:**

- a. If there are any wells on the property that will not be used, they shall be properly abandoned by a licensed well driller.
- b. A separate Development Agreement (DVA) between Applicant and the City of Harrisburg will be required before ANY construction begins. The Development Agreement will include bond and deposit requirements, as well as other engineering requirements.
- c. Applicant shall provide an acceptable plan for the installation of items provided in design specifications, including but not limited to the number, type and location of fire hydrants, manholes, sidewalks, street signs and mail receptacles. These items shall be completed prior to any occupancy of any dwelling units.
- d. Requirements herein imposed upon the Applicant may be imposed upon a developer or builder if the developer or builder has accepted the responsibility in a written document, and the City of Harrisburg is satisfied that it will not have any adverse impact on bonding requirements or other guarantees of compliance.
- e. Applicant shall acquire all required building, electrical, mechanical, and plumbing permits before beginning construction as required by HMC 15.05.010 &.020.



**City of Harrisburg  
PLANNING COMMISSION**

**NOTICE OF DECISION – EXTENSION OF TIME**

**REQUEST:** The applicant requests approval of Site Plan Review to construct a roughly 7,500 sq. ft. equipment storage building near the northern end of the property. No new parking or site improvements are proposed.

**LOCATION:** Tax Lot 606 of Linn County Assessor’s Map 15S04W09

**HEARING DATE:** April 19, 2022

**ZONING:** M-2 (Heavy Industrial)

**APPLICANT/  
OWNER:** Brandon Tracer, on behalf of  
Skip Tracer & Lads  
PO Box 527  
Harrisburg, OR 97446

**APPEAL DEADLINE:** May 2, 2022, at 5:00 p.m.

**DECISION:** The Harrisburg Planning Commission conducted a public hearing on April 19, 2022, and voted to approve the request, subject to the attached conditions of approval. The Planning Commission adopted the findings contained in the Staff Report of the April 19, 2022, Planning Commission meeting, and portions of the minutes from the meeting that demonstrate support for the Planning Commission’s actions.

**APPEALS:** The decision may be appealed by filing a Notice of Appeal with the City Recorder at 120 Smith Street. The Notice of Appeal should be filed by the Appeal Deadline date listed above. Specific information on the requirements for an appeal or a copy of the complete file of this land use action may be obtained at Harrisburg City Hall. There is a fee of \$425.00.

**EFFECTIVE DATE:** May 3, 2023, unless an appeal has been filed with the City Recorder.

**EFFECTIVE PERIOD:**

Site Plan Review approvals shall be effective for one year from the date of approval. If the applicant has not begun the work associated with the approval within one year, all approvals shall expire. Where the Planning Commission finds that conditions have not changed, at its discretion and without a public hearing, the Commission may extend the period one time for a period not to exceed one additional year.

Unless appealed, this Site Plan Review approval will expire on May 3, 2023.

  
\_\_\_\_\_  
Jeremy Moritz  
Planning Commission Vice-Chair

## CONDITIONS OF APPROVAL

1. **Consistency with Plans** – Development shall comply with the plans and narrative in the applicant’s proposal, except where modified by the following conditions of approval.
2. **Building Permits** – Prior to construction, the applicant shall obtain all necessary building permits for the construction of the proposed addition.
3. **Erosion & Sediment Control Plan** – Prior to the issuance of building permits, the applicant shall submit for review and approval an erosion and sediment control plan that demonstrates how the applicant will prevent sediment and runoff from the earthwork from impacting the City’s drainage system or other properties.

Code	Description	Count	Amount	GL Account
<b>Court Costs</b>				
AF	ATTORNEY FEE	2	26.78	
CF	COLLECTION FEE	3	15.89	
COSTS	COURT COSTS	7	418.93	
COURT FEE	CF	1	18.75	
DEF-ADJUD	DEF ADJUDICATION	2	380.00	
LPF	LATE PAYMENT FEE	4	13.24	
PA	PAYMENT ARRANGEMENT- FEE	5	35.70	
SCF	SHOW CAUSE FEE	1	3.61	
SUSP	SUSPENSION FEE	1	15.00	
WF	WARRANT FEE	7	27.26	
Total Court Costs:		33	955.16	
<b>Fines</b>				
DISM	CHARGE DISMISSED	1	84.00	
FINE	FINE ASSESSED	4	90.52	
GBD	GUILTY BY DEFAULT	9	412.00	
GUILTY	FOUND GUILTY	18	2,493.40	
Total Fines:		32	3,079.92	
<b>Surcharges</b>				
COUNTY	COUNTY ASSESSMENT	15	169.98	
DIV STATE	STATE ASSESSMENT	1	25.00	
STATE	STATE ASSESSMENT	17	588.94	
Total Surcharges:		33	783.92	
<b>Third Party</b>				
REST	VICTIM RESTITUTION	1	1,905.00	
Total Third Party:		1	1,905.00	
<b>Unapplied</b>				
	Unapplied payments	2	50.00	011095
Total Unapplied:		2	50.00	
Grand Totals:		101	6,774.00	

HARRISBURG MUNICIPAL COURT

CITATION REPORT APRIL 2022

Report Criteria:

Agency	Case Number	Citation Numbers	Violation Date	Primary Offense	Location
LCSO	22-T-0079	216409	04/01/2022	DWS; DRIVING UNINSURED	600 CRIMSON WAY/DIAMOND HILL DR
LCSO	22-T-0080	216414	04/01/2022	DWS; DRIVING UNINSURED	300 N 6TH ST/TERRITORIAL ST
LCS	22-T-0070	216424	04/02/2022	CARELESS DRIVING	589 S 3RD ST
LCSO	22-T-0074	120984	04/03/2022	DWS; DRIVING UNINSURED	489 N 7TH ST/BURTON ST
LCSO	22-T-0081	216449	04/03/2022	DWS; DRIVING UNINSURED	699 S 3RD ST/LASALLE ST
LCSO	22-T-0083	216471	04/05/2022	VIOLATING BASIC RULE (11-20) OVER	699 N 9TH ST/DIAMOND HILL DR
LCSO	22-T-0084	216472	04/05/2022	FAIL TO CARRY PROOF OF INSURANCE	855 DIAMOND HILL DR/CRIMSON WAY
COBURG PD	22-T-0093	C6958	04/06/2022	SPEEDING 1-10 MPH OVER; FT INSTALL IID	S. 6TH ST/SOMMERVILLE
COBURG PD	22-T-0094	C6959	04/06/2022	DRIVER'S DUTY OF RECORD STATUS-FAIL TO MAINTAIN LOG	3RD ST/ MACY ST
LCSO	22-T-0085	216491	04/07/2022	DWS; DRIVING UNINSURED	499 S 2ND ST/SCHOOLING ST
LCSO	22-T-0095	216497	04/07/2022	VIOLATING BASIC RULE (11-20) OVER	699 N 9TH ST/DIAMOND HILL DR
LCSO	22-T-0086	216505	04/07/2022	NO OPERATORS LICENSE; FTC PROOF INS	HARRISBURG 325 N 7TH ST
LCSO	22-T-0087	216506	04/07/2022	DRIVING WHILE UNINSURED	329 N 7TH ST
LCSO	22-T-0088	216507	04/07/2022	DWS; DRIVING UNINSURED; FTR VEHICLE	708 S 6TH ST
LCSO	22-T-0089	216509	04/07/2022	DWS; DRIVING UNINSURED; FT INSTALL IID; FTR VEHICLE	986 S 6TH ST
LCSO	22-T-0090	216556	04/11/2022	FAIL TO CARRY PROOF OF INS; EXPIRED VEH REG	600 N 8TH ST/DIAMOND HILL DR
LCSO	22-T-0091	216557	04/11/2022	PERMIT UNLAWFUL OPR OF VEHICLE	1025 S 6TH ST
LCSO	22-T-0092	216558	04/11/2022	NO OPERATORS LICENSE	1025 S 6TH ST
LCS	22-M-0022	216724	04/12/2022	TRESPASS II; OFFENSIVE LITTERING; LITTERING NEAR WATER	455 PEORIA RD
COBURG PD	22-T-0099	190568	04/13/2022	EXPIRED VEHICLE REGISTRATION	N 8TH ST & DIAMOND HILL
COHB	22-M-0017	22-M-0017	04/13/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	22-M-0018	22-M-0018	04/13/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	22-M-0019	22-M-0019	04/13/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	22-M-0020	22-M-0020	04/13/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	22-M-0021	22-M-0021	04/13/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
LCSO	22-T-0096	216584	04/14/2022	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	567 LASALLE ST
LCSO	22-T-0097	216597	04/15/2022	DWS; DRIVING UNINSURED	HWY 99E/TERRITORIAL ST
LCSO	22-T-0098	216598	04/15/2022	DWS; FTC PROOF OF INS	599 LASALLE ST/S 6TH ST
LCS	22-V-0001	216680	04/22/2022	DOG AS A PUBLIC NUISANCE; DOG AS A PUBLIC NUISANCE	125 N 2ND ST
COBURG PD	22-T-0100	1320	04/23/2022	SPEEDING 11-20 MPH OVER	S 6TH ST & PRICEBORO
LCSO	22-T-0101	216716	04/27/2022	DRIVING WHILE UNINSURED	316 N 3RD ST
LCSO	22-T-0102	216717	04/27/2022	DRIVE WHILE SUSPENDED/REVOKED	376 TERRITORIAL ST
COBURG PD	22-T-0113	190936	04/29/2022	VDS OVER 11-20 MPH OVER	6TH ST & SOMMERVILLE LP
COBURG PD	22-T-0112	190937	04/29/2022	VIOLATING DESIGNATED SPEED 11-20 MPH OVER OVER 65 MPH	DIAMOND HILL & N. 8TH ST
COBURG PD	22-T-0114	190938	04/29/2022	VIOLATING DESIGNATED SPEED 11-20 MPH OVER OVER 65 MPH	DIAMOND HILL & N. 8TH ST
COBURG PD	22-T-0111	190939	04/29/2022	VIOLATING DESIGNATED SPEED 11-20 MPH OVER OVER 65 MPH	DIAMOND HILL & N. 8TH ST
COBURG PD	22-T-0110	190940	04/29/2022	EXPIRED VEHICLE REGISTRATION	DIAMOND HILL & N. 9TH ST
COBURG PD	22-T-0115	190941	04/29/2022	VIOLATING DESIGNATED SPEED 11-20 MPH OVER OVER 65 MPH	6TH ST. & SOMMERVILLE LP
COBURG PD	22-T-0116	190942	04/29/2022	VDS 11-20 MPH OVER; NO OPERATOR LICENSE	DIAMOND HILL & N. 8TH ST
LCSO	22-T-0103	216737	04/29/2022	DRIVE WHILE SUSPENDED/REVOKED	349 N 3RD ST/PEORIA RD
LCSO	22-T-0104	216747	04/30/2022	DRIVING UNINSURED; EXPIRED REG	680 QUINCY ST
LCSO	22-T-0105	216748	04/30/2022	SPEED RACING HWY/PUBLIC PREMS	299 N 3RD ST/TERRITORIAL ST
LCSO	22-T-0106	216750	04/30/2022	DRIVE WHILE SUSPENDED/REVOKED	387 TERRITORIAL ST

Grand Totals:

43 CITATIONS ISSUED

64 TOTAL OFFENSES