



City Council Work Session Meeting Agenda
February 23, 2021
6:30 PM

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

PUBLIC NOTICES:

1. *This meeting is open to the public and will be tape-recorded.*
2. *Copies of the Staff Reports or other written documents relating to each item on the agenda are on file in the office of the City Recorder and are available for public inspection.*
3. *All matters on the Consent Agenda are considered routine and will be enacted by one motion. Any member of the public can request that a matter be removed from the Consent Agenda for discussion. It will then be discussed under the "Other" part of the meeting schedule.*
4. *The City Hall Council Chambers are handicapped accessible. Persons with disabilities wishing accommodations, including assisted listening devices and sign language assistance are requested to contact City Hall at 541-995-6655, at least 48 hours prior to the meeting date. If a meeting is held with less than 48 hours' notice, reasonable effort shall be made to have an interpreter present. The requirement for an interpreter does not apply to an emergency meeting. ORS 192.630(5)*
5. *Persons contacting the City for information requiring accessibility for deaf, hard of hearing, or speech-impaired persons, can use TTY 711; call 1-800-735-1232, or for Spanish voice TTY, call 1-800-735-3896.*
6. *The City of Harrisburg does not discriminate against individuals with disabilities, and is an equal opportunity provider.*
7. *For information regarding items of discussion on this agenda, please contact City Recorder/Assistant City Administrator Michele Eldridge, at 541-995-6655*
8. *Meetings are held in a facility that is disinfected. Masks are required and will be provided if you don't have one. Seating is 6' apart. 14 people in addition to staff and Council are allowed in the room.*
9. *If you wish to testify, and are unable to attend due to the Coronavirus Pandemic, please contact the City Recorder to be placed on a Conference Call list during the meeting.*

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan

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

LCSO REPORT – Report was provided to City Council Members at the last meeting and will be available in the minutes. Council members are asked to bring their copies to this meeting.

NEW BUSINESS

1. THE MATTER OF A DECISION TO APPROVE OR DENY A PETITION FOR A SANITARY SEWER EXTENSION OUTSIDE OF THE CITY LIMITS

STAFF REPORT:

Exhibit A: Email from Knife River

Exhibit B: Staff Report from 2015

ACTION: MOTION TO ALLOW CITY SANITARY SEWER SERVICES TO BE EXTENDED OUTSIDE OF CITY LIMITS TO SERVE THE EMPLOYEES WORKING IN THE KNIFE RIVER PRE-STRESS CONCRETE FACILITY LOCATED AT 23505 PEORIA ROAD. KNIFE RIVER WILL BE REQUIRED TO ANNEX INTO THE CITY FOR ANY FUTURE SEWER OR WATER CONNECTIONS NEEDED AT THIS LOCATION.

2. THE MATTER OF REVIEWING THE DRAFT 2021-2026 UPDATED STRATEGIC PLAN

STAFF REPORT:

Exhibit A: Draft New Plan

Exhibit B: Current Plan on City Website at

www.ci.harrisburg.or.us. Click on Administration, then

City's Strategic Plan on left sidebar and then 2020-

2025 Strategic Plan

ACTION: NO ACTION REQUIRED - REVIEW AND DISCUSS ONLY

3. THE MATTER OF DISCUSSING TRANSFERRING FUNDS FROM CONTINGENCY TO PROFESSIONAL SERVICES AND GOVERNMENT SERVICES IN THE GENERAL FUND

STAFF REPORT:

Exhibit A: Proposed Resolution

ACTION: NO ACTION – DISCUSSION ONLY.

4. THE MATTER OF CITY RECOGNITION FOR MARTIN LUTHER KING DAY

STAFF REPORT:

No Attachments

ACTION: NO ACTION - DISCUSSION ONLY

5. THE MATTER OF APPROVING AN EMPLOYMENT AGREEMENT WITH MICHELE ELDRIDGE AS CITY ADMINISTRATOR FOR THE CITY OF HARRISBURG

STAFF REPORT:

Exhibit A: Proposed Contract with Michele Eldridge

Exhibit B: Previous Contract with Brian Latta

ACTION: MOTION FOR THE CITY OF HARRISBURG TO ENTER INTO AN EMPLOYMENT CONTRACT AS PER EXHIBIT A

OTHER ITEMS

ADJOURN

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

**THE MATTER OF A DECISION TO APPROVE OR DENY A PETITION FOR A
SANITARY SEWER EXTENSION OUTSIDE OF THE CITY LIMITS**

STAFF REPORT:

Exhibit A: Email from Knife River

Exhibit B: Staff Report from 2015

**ACTION: MOTION TO ALLOW CITY SANITARY SEWER SERVICES TO
BE EXTENDED OUTSIDE OF CITY LIMITS TO SERVE THE EMPLOYEES
WORKING IN THE KNIFE RIVER PRE-STRESS CONCRETE FACILITY LOCATED
AT 23505 PEORIA ROAD. KNIFE RIVER WILL BE REQUIRED TO ANNEX INTO
THE CITY FOR ANY FUTURE SEWER OR WATER CONNECTIONS NEEDED AT
THIS LOCATION.**

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda – February 23, 2021

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

STAFF RECOMMENDATION:

Staff recommends the City Council allow a sanitary sewer connection outside the City limits to serve Knife River.

BACKGROUND INFORMATION:

Knife River is petitioning the City Council to request approval of a sanitary sewer connection to serve the production plant employees of the pre-stress concrete facility. The pre-stress facility is located partially within the City limits, while the majority is located outside the city limits.

Approximately two weeks ago, Knife River reported to the City that their septic system and drain field that supports their employees in the pre-stress plant, was completely failing. They asked for an emergency connection to the City sewer line which is located on the east side of Peoria. With approximately 90 employees using the system, it could easily become a public health emergency; therefore staff allowed them to connect to the City sewer system; for which they are now being billed. They were waiting on approval of a building permit from Linn County before proceeding with that connection.

Harrisburg Municipal Code (HMC) 13.10.160 addresses service connections and main extensions outside City limits. Knife River was given a choice of either annexing into the City or following the provisions in the City code to petition City Council for allowing their connection as a special service. In order to allow the connection without an annexation, the City Council must make a finding that an unusual circumstance exists. That finding shall be related to **both** of the following:

- a. Public health need or the future viability of an existing industry; and
- b. A determination that the provision of the sanitary sewer supply is vital to the operation of a particular use.

The petitioner has provided the City Council with the specific reasons (**Exhibit A**) for why they feel the special service is justified. While the main plant is not located in the City limits, the sewer line is located on the east side of the road, adjacent to Knife River property. Knife River partially financed the City's sanitary sewer line in Peoria Road. Knife River also does not have the ability to repair their drain field and septic system due to DEQ requirements; whenever a municipal or county sewer line is within approximately 1,000' of a property, then the owner with a failed system must connect to that service.

Staff agrees that sanitary sewer services are necessary for the employees working in the production plant, and that Knife River has proved a public health need. In addition, staff believes that the sewer supply is vital to the operation of the facility. While staff does make these findings; the City Council should also look at the alternative that is available.

The alternative to allowing a special service connection to the City sewer system is to require Knife River to annex into the City. The City Council will likely remember that a similar request went through the City Council previously, in 2015. (That Staff Report is shown in **Exhibit B**). The decision at that time was to allow the special services to apply to that connection. While requiring annexation to connect to City services is acceptable, the City Council should also consider that Knife River has been a good civic neighbor to the City, as evidenced by their payment for the public improvements in Peoria Road, as well as the arrangement to purchase the property south of the City for the future park. That purchase was finalized in 2020.

Staff believes that annexation should be required for this property if additional City services are requested or needed by Knife River in the future. That will include either future sewer connections, or a connection to the water system. Knife River will be paying for the connection charge to the City, as well as for the meter that will be installed on the well serving the production plant so that the City can accurately bill for the monthly sewer charges. As per HMC 13.10.160.3, the monthly sewer charge will be double the normal fee.

REVIEW AND APPROVAL:

John Hitt	Date
City Administrator	

Michele Eldridge

To: Chapman, Dave
Subject: RE: Harrisburg - Sewer Connection

From: Chapman, Dave <Dave.Chapman@kniferiver.com>
Sent: Friday, February 5, 2021 7:12 AM
To: Michele Eldridge <meldridge@ci.harrisburg.or.us>
Cc: Canter, Paul <Paul.Canter@kniferiver.com>; John Hitt <jhitt@ci.harrisburg.or.us>; Chuck Scholz <cscholz@ci.harrisburg.or.us>
Subject: RE: Harrisburg - Sewer Connection

Michele,

We would like to proceed with a petition to connect our site at 23505 Peoria Road, which is outside of City limits, to City sewer based on the following justification of special circumstances provided in Harrisburg Municipal Code section 13.10.160:

- (a) **there is a public health need:** the failing drain field, even if fixed, would likely fail again due to soil and groundwater conditions. This may result in groundwater and surface water contamination which constitutes a public health hazard. Connection to sewer mitigates that public health hazard; **and**, sewerage disposal (restrooms/hand washing) is required for employees to work onsite. Our site is uniquely located and configured to support our precast concrete business. Our business – specifically our products- are critical components for projects of high importance (i.e. transportation, industrial facilities, etc.) Our employees working on our site are **critical to the future viability of the existing industry**.
- (b) As described above, the provision of sanitary sewer supply is vital to the operation of a particular use: we need adequate sanitation facilities to support our workforce. Without these facilities, our operations cannot produce the unique and important components that construction of public infrastructure and private industry so heavily depends on.

Please let me know what the next steps are to help move our petition forward to connect to City sewer.

Thank you,

Dave

Dave Chapman, PE | Operations Director

Knife River Prestress

office 541-995-4112

mobile 541-257-7759

email dave.chapman@kniferiver.com

From: Michele Eldridge <meldridge@ci.harrisburg.or.us>

Sent: Tuesday, February 2, 2021 4:06 PM

To: Chapman, Dave <Dave.Chapman@kniferiver.com>

Cc: Canter, Paul <Paul.Canter@kniferiver.com>; John Hitt <jhitt@ci.harrisburg.or.us>; Chuck Scholz <cscholz@ci.harrisburg.or.us>

Subject: RE: Harrisburg - Sewer Connection

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Hi Dave;

The petition is as simple as a formal request to us to meet with the City Council, in order to discuss whether your connection can be allowed due to special circumstances. In your letter or email, you will need to provide us with narrative that proves to the City Council that Knife River meets both of the requirements, which I have highlighted below in a and b. (It might be hard to establish b, as I understand that what you need is specific to employees use of the facility).

If you decide to proceed with the petition, then we would prefer to schedule this for an upcoming business meeting, which would be March 9th. (The deadline for next Tuesday is already come and gone, and I'm in the middle of producing that agenda now). John could decide if he would allow it to be scheduled for the work session on February 23 if you need it sooner.

As for the meter size, you will need to ask one of your engineers or contractors to determine it for you, based upon the number of employees you have. If you are thinking about expansion in the future, or have seasonal hires, then the 1" meter would likely be more effective for you. But you can also increase the meter size in the future, if they believe that ¾" will be sufficient based on the number of employees you have there now.

13.10.160 Service connections and main extensions outside City limits.

1. The utility will not finance or construct sewer mains for residential, or commercial/industrial uses outside the City limits of Harrisburg, except in special circumstances outlined in this section. Individual service connections may be permitted, by option of the utility, on those mains owned and operated by the utility, outside the City limits. (The Council shall have the right to reject such petitions and to enter into contract with the petitioners under such conditions as the Council may elect.)

All sanitary sewer service delivered outside the City limits shall be considered as a special service and shall not be extended except under unusual circumstances. The service may be discontinued when sufficiently justified by the utility. A finding that unusual circumstances exist shall be related to both of the following:

- a. Public health need or the future viability of an existing industry; and
- b. A determination that the provision of the sanitary sewer supply is vital to the operation of a particular use.

2. Sewer mains shall be constructed in accordance with the utility’s standards and specifications, subject to inspection by the utility, with all necessary easements, rights-of-way, and permits to the utility. The utility will then own, operate and maintain the sewer main.

3. Applications and Rates. The City reserves the right to act on each application for outside-the-City service on its merits without regard to any other past or present application or service. If service is approved, the cost of service and connections will be listed in the applicable portion of the resolution establishing fees and rates. Sewer use rates will be double those for service to a similar customer inside the City limits.

4. Rules and Regulations.

- a. All customers outside the City receiving sanitary sewer service from the utility shall comply with and be bound by the rules and regulations of the utility.
- b. Individuals shall cooperate to a reasonable and practicable extent with other customers in the extension or enlargement of common facilities. [Ord. 732 § 16, 1997.]

Have a great evening!



Michele Eldridge, CMC
Assistant City Administrator/City Recorder
PO Box 378
120 Smith St.
Harrisburg, OR 97446
541-995-6655

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From: Chapman, Dave <Dave.Chapman@kniferiver.com>
Sent: Tuesday, February 2, 2021 12:23 PM
To: Michele Eldridge <meldridge@ci.harrisburg.or.us>
Cc: Canter, Paul <Paul.Canter@kniferiver.com>; John Hitt <jhitt@ci.harrisburg.or.us>; Chuck Scholz

<cscholz@ci.harrisburg.or.us>

Subject: RE: Harrisburg - Sewer Connection

Michelle,

Thanks for presenting multiple options to connect to City sewer. Can you help me answer a couple of questions:

1. What would you estimate the monthly sewer bill to be based on our existing use with approximately 100 individuals? Assume that we are annexed into the City and we are not paying twice the rate. I image you can't give me an exact answer, but your best estimate would be useful. I won't hold you to it, I promise!
2. What are the steps to petition the City Council to extend service outside of City Limits?
3. How do we determine meter size?

Thanks,

Dave

Dave Chapman, PE | Operations Director

Knife River Prestress

office 541-995-4112

mobile 541-257-7759

email! dave.chapman@kniferiver.com

From: Canter, Paul <Paul.Canter@kniferiver.com>

Sent: Monday, February 1, 2021 1:51 PM

To: Chapman, Dave <Dave.Chapman@kniferiver.com>

Subject: FW: Harrisburg - Sewer Connection

Paul Canter | Operations Manager

Knife River Prestress

23505 Peoria Road

Harrisburg, OR 97446

office 541-995-4167

mobile 541-337-1766

email paul.canter@kniferiver.com



From: Michele Eldridge <meldridge@ci.harrisburg.or.us>

Sent: Wednesday, January 13, 2021 4:44 PM

To: Canter, Paul <Paul.Canter@kniferiver.com>

Cc: John Hitt <jhitt@ci.harrisburg.or.us>; Chuck Scholz <cscholz@ci.harrisburg.or.us>

Subject: Harrisburg - Sewer Connection

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Hi Paul;

Thanks for meeting with me this morning!

We discussed that Knife River has a failing drain field, and needs to connect to the City sewer system to provide sewer for employee bathrooms, and breakrooms, for approximately 100 employees. I also let you know that unfortunately, if you tried to repair the drain field, that the health department would require you to hook up to city sewer, because it's located within 1,000 feet of a sewer line. (Oregon laws)

Knife River's production facility is located in the UGB, but is not in the City limits. Therefore, there are only two options available to Knife River.

1. According to HMC 13.10.160, the city is not allowed to extend service connections outside city limits, except in special circumstances. Knife River would need to demonstrate clearly that they meet the unusual circumstances that allow connection. (Here is a link to that code section: https://link.edgepilot.com/s/d2fd17c2/uDAMqsZYrES_uRiZi2okfg?u=https://www.codepublishing.com/OR/Harrisburg/%23!/Harrisburg13/Harrisburg1310.html%2313.10.160) The findings must relate to **both** of the following:
 - a. Public health need or the future viability of an existing industry; and
 - b. A determination that the provision of the sanitary sewer supply is vital to the operation of a particular use.

If Knife River feels that they can clearly demonstrate the above requirements, then you would need to petition City Council to allow you connect to the sewer line. We could do this as soon as January 26, 2021. If all the conditions were met, and the City Council approved the connection, then the following would apply. In addition, due to the location outside the city limits, the utility rates that would apply to the usage are doubled.

Please note that Knife River would need to determine what size meter is needed for the number of employees that would be using the facilities.

Sewer Line Connection Fee:	\$225		\$225
2 meters to measure usage on existing well	\$900		\$900
Utility Deposit	\$ 50		\$50
Sewer SDC's			
	1" meter	¾" meter	
	<u>\$7,180</u>	<u>\$3,590</u>	
Totals	\$8,355		\$4,765

2. If Option 1 does not apply, then Option no. 2 is to annex the property into the City limits. The City and Knife River would enter into a simple agreement; likely a Consent to Annex. This would allow you to proceed with the connection and repair of the property, and we could negotiate when Knife River would be required to start the annexation process. I mentioned a six month period, but you are welcome to apply sooner if you'd like.

The annexation will cost \$1,800. (There is an additional zone change fee of \$1,750, but we are still interpreting whether or not that fee would apply to this action.) The costs above for the sewer line connection fee would still apply, at either \$8,355 or \$4,765. Upon approval of the annexation, SDC's would be owing for the property. Since you aren't needing water connection at this time, you wouldn't be charged for water. If you do connect in the future, the water SDC's would be due and payable at that time. The charges shown above already include the Sewer SDC's. My quick calculation will likely have transportation and Storm SDC's at around \$20,000. This is only an estimate, and can go up or down, according to the actual square footage of impermeable surfaces on the property. You would also need to work with the county surveyor on an annexation; you'll need to check with Linn County to find out what kinds of fees apply for their end of the work once the land use procedure is completed.

The Linn County appraiser gave us an increased cost scenario of approximately \$5 per \$1,000 for the property, once it is annexed into the City. For this last tax year, that would be approximately \$14,415.00 in additional taxes. The mix of taxes would change slightly as well. Under this scenario, you would be charged normal utility rates, rather than a double charge.

We are happy to discuss this again with you as well as answer any questions that you have. As always, we deeply appreciate Knife River's involvement in our community, and the partnership we have with you!

Best Regards;



Michele Eldridge, CMC
Assistant City Administrator/City Recorder
PO Box 378
120 Smith St.
Harrisburg, OR 97446
541-995-6655

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Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

In the matter of: A DECISION TO APPROVE
OR DENY A PETITION FOR A SANITARY
SEWER EXTENSION OUTSIDE OF THE CITY
LIMITS.

Meeting date: October 14, 2015
Item: Staff Report
Prepared by: Brian Latta, City Administrator
Exhibit: A. Knife River's Petition Letter

Regular Agenda ☒ Consent Agenda ☐ Information ☐

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

COMMITTEE ACTION: None

STAFF'S RECOMMENDATION:
Staff recommends the Council allow a sanitary sewer connection outside the City limits to serve Knife River.

BACKGROUND INFORMATION:
Knife River petitioned the City Council requesting approval of a sanitary sewer connection to serve the main offices of the pre-stress concrete facility. The pre-stress concrete facility is located partially within the City limits, while the majority is located outside of the City limits. According to Knife River, their main office space has experienced a recent septic system failure. Unfortunately, the failure cannot be repaired because of a lack of space for an additional drain field.

The municipal code allows for service connections outside the City limits as a special service and only under unusual circumstances. Per section 13.10.160(1) of the municipal code, the Council must make a finding that an unusual circumstance exists and the finding shall be related to each of the following:

1. Public health need or the future viability of an existing industry; and,
2. A determination that the provision of the sanitary sewer supply is vital to the operation of a particular use.

As stated by the petitioner, the existing septic system experienced a failure which cannot be repaired. As such, there is a need to find a way to remove the sanitary waste from the site so it does not become a public health issue. Connecting to the existing City

sanitary sewer line in the abutting Peoria Road right-of-way would allow the petitioner to remove the sanitary waste from the site. Although the property is not in the City limits, it abuts the City's sanitary sewer line in Peoria Road, which the petitioner partially financed when constructed. Staff find the petitioner's request to connect to the City's sanitary sewer line in Peoria Road is needed to avoid a public health issue.

The petitioner also stated in their letter that the main offices support 12 full time employees. Sanitary sewer services are necessary for the employees working at the main offices. Staff find sanitary sewer services are necessary and vital to the operation of the main offices of the pre-stress concrete facility.

As noted above, staff find the petitioner's request satisfies the unusual circumstance criteria in section 13.10.160(1) of the municipal code. The alternatives to allowing the extension of city services outside the City limits are:

1. Require the petitioner to annex the property into the City before it could use city services; and,
2. Have the petitioner find a different solution to providing on-site sanitation collection and removal.

Staff do not support either of the alternatives. While requiring annexation prior to connecting to City services is acceptable, Knife River has been a good civic neighbor to the City as evidenced by their payment for the public improvements in Peoria Road. Staff believe annexation will be required for this property when additional City services are requested or needed by Knife River. Additionally, staff do not believe it would be appropriate to require Knife River to find their own on-site sanitation solution, when the City sanitary sewer main abuts their property.

Prior to connecting to the City's sanitary sewer system, the petitioner will need to sign up for service and pay for the connection charge. The petitioner will also need to have a meter installed on the well serving the main offices so the City can accurately bill for the monthly sewer charges. Lastly, the petitioner will be charged double the normal sewer rate, because the service is for property outside the City limits.

COUNCIL MOTION:

"I move to allow City sanitary sewer services to be extended outside of City limits to serve the main offices of Knife River's Pre-stress Concrete facility at 23505 Peoria Road, in Harrisburg, Oregon."

REVIEW AND APPROVAL:

 Brian Latta
 City Administrator

 Date

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF REVIEWING THE DRAFT FY 2021/2026 UPDATED STRATEGIC PLAN

STAFF REPORT:

Exhibit A: Draft New Plan

Exhibit B: Current Plan on City Website at

www.ci.harrisburg.or.us. Click on Administration, then City's Strategic Plan on left sidebar and then 2020-2025 Strategic Plan

ACTION: NO ACTION REQUIRED – REVIEW AND DISCUSSION ONLY.

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda / February 23, 2021.
Information—No action at this time.

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

STAFF RECOMMENDATION:

Staff recommends a thorough review and possible amendment to the Draft Strategic Plan submitted as Exhibit 'A'

BACKGROUND INFORMATION:

City staff has been reviewing the Strategic Plan adopted by the City Council last February. The proposed draft is very similar. Most of the changes are more clearly defined goals and actions under Themes III & IV: Economic Development and Efficient Government.

Please carefully review these sections to make sure the proposed changes are consistent with current City Council intentions and priorities. The Council may wish to add new goals, change "Council Priorities", or delete existing goals.

Staff will take any City Council desired revisions and include them in the final document which will come to the Council for formal action on March 9th.

REVIEW AND APPROVAL:

John Hitt, City Administrator Date

Harrisburg Strategic Plan

FY2020~~1~~ – FY2025~~6~~



Prepared by City Staff
~~February 2020~~January 2021

City Administrator Message

Mayor and City Council,

I am pleased to present the City of Harrisburg's FY2020¹ - 2025⁶ five-year Strategic Plan. This plan will serve as a guide to fulfill Harrisburg's mission and vision through a number of goals, objectives and actions.

As we discussed and then adopted our five-year plan last February, no one foresaw the affects of COVID-19 on our City, state, and nation. While much debate has swirled around public and private sector response to COVID-19, we can anticipate that 2021 will see much less impact from this disease.



City Administrator John Hitt

There are four overarching themes in the plan, which bring focus to the mission and vision of the city and organize the long-term goals of the plan. The four themes of the plan are:

1. Great Neighborhoods
2. Public Safety
3. Economic Development
4. Efficient Governance

Within each theme are goals, objectives and actions. Most of the goals are intended to last for many years and should only change with shifting community values or new city opportunities or needs. The objectives and actions, however, are dynamic and should be modified to ensure the goals, vision, and mission of the city are being met.

The Strategic Plan fulfills the desires of the Mayor and City Council to look forward and plan ahead. The plan is intended to enhance the quality of life for our citizens and patrons, as well as ensuring the city organization is run with efficiency and effectiveness.

A special thanks to the management team involved in the development of this plan. Staff's contributions and expertise are vital. A good Strategic Plan depends on staff, as well as elected officials in both its formation and execution. Ultimately, of course, this plan belongs to the City Council. Their contributions and input are fundamental. It is hoped that the City Council members will frequently review this plan and team together with staff and the public to achieve the vision and mission it embraces.

John Hitt
City Administrator



OUR MISSION

“Providing the highest quality public services
for a better hometown Harrisburg”

OUR VISION

“A vibrant and charming community that has a high quality of life, great neighborhoods, balanced economic growth, and quality public services”

OUR VALUES

The City of Harrisburg's Strategic Plan is governed by three key elements: our mission, vision, and values. Our Mission Statement reflects the character of our community and is based on the principles of service and commitment. Our Vision Statement honors our history and ~~presents~~[looks to](#) a promising future to which this Strategic Plan is directed. Our mission and vision are built on the foundation of the following core values, by which our elected officials, employees and volunteers are expected to ~~aet~~[follow](#).

Transparent, Open, and Honest Government – This value reflects our most important responsibility to our citizens and customers. Our competence is measured and, in fact, reinforced through active engagement of those we serve. We maintain an organizational reputation for openness, honesty, and integrity.

Public Service – We are public servants. We proactively find solutions to the community's needs. We are accessible, responsive, respectful, consistent, and understanding. We provide assistance beyond our customers' expectations.

Fiscal Responsibility – Proper use of public resources is a trust which we honor and protect. In our management of this trust, we must avoid even the appearance of impropriety. In our management of public funds, we constantly strive for the greatest possible efficiency and effectiveness.

Personal Honesty and Integrity – Each of us demonstrates the highest standards of personal integrity and honesty in our public activities to inspire confidence and trust in our government.

Excellence – Excellence is shown by being creative, professional, innovative, showing initiative, and being committed to our community. In this pursuit, we support continuing education and training for everyone in the organization.

Teamwork – We are a team that supports each other and the community, and we emphasize a high level of trust. We embrace a spirit of teamwork, empowerment, cooperation, collaboration, and community. We operate under the Together Everyone Accomplishes More (T.E.A.M.) concept.

Diverse and Humane Organization – We are an organization that honors diversity and protects individual rights. Open communication, respect for others, compassion, and a sense of humor are essential tools in our organization. We value the cultural and social diversity that is reflected in our community, and we welcome the changes and new perspectives that this diversity brings to us.

Strategic Plan Themes

The Strategic Plan has four main themes that reflect our Mission and Vision Statements: Great Neighborhoods, Public Safety, Economic Development, and Efficient Governance. Specific goals, objectives, and actions related to these four themes will cause the city to achieve its mission and create the vision of the community.

Each theme is followed by the City's primary goals under that theme for the foreseeable future. The goals should remain constant over time and only be revised to reflect significant community changes or unanticipated events. A list of measurable objectives with benchmarks helps us track progress towards the goals. Objectives are generally identified to cover the five-year strategic planning period from the date they are adopted. Action items are the steps needed to meet the objective. Many more strategies and action items will be developed throughout the organization to align the entire organization with the goals and objectives identified in this plan.

This Plan is intended as a work in progress. While the mission, vision, values, and goals should remain constant, the objectives and action items will need periodic review and adjustment. We will track progress through regular reporting on the measures, and they will be incorporated into organization and community publications. The annual Budget and Capital Improvement Program will serve as reporting and implementing policy documents, that bear close relationships with the Strategic Plan. The Comprehensive Plan, Transportation System Plan, Water Master Plan, Wastewater Master Plan, Drainage Plan, and Parks Master Plan, and related planning documents also support the Strategic Plan.

The Plan, although adopted near the beginning of the calendar year, depends on the Fiscal Year for its annual progress or implementation. For example, a plan objective identified to be accomplished in 2016 means Fiscal Year 2016-17.(July 1, 2017 – June 30, 2017) The timing of the adoption of the plan allows the City Council to have a mid-year check on how the prior year's plan objectives are progressing, and also assists City staff with preparing the budget to assist with the Council's priorities adopted in the Plan.

Council Priorities

The City Council previously identified its priority objectives and actions for Fiscal Year 2019-20 from out of the strategic plan. The following table lists the priorities and updates as the date of this plan update.

Objective / Action #	Description
#4	Achieve and maintain total City park land inventory at a minimum of 7 acres per 1,000 residents. <u>ACCOMPLISHED</u>
#5	Obtain TGM Grant and update Transportation System Plan (TSP) and Transportation SDC's <u>TGM GRANT NOT APPROVED</u>
#6	Provide safe and accessible streets and sidewalks for the entire community, by seeking temporary and permanent funding opportunities. <u>SRTS GRANT DENIED</u>
#7	Make Regular and substantive improvements to City streets. <u>MAJOR STREET IMPROVEMENT PROJECTS UNDERWAY</u>
#9	Bring community awareness to crime issues in our city and work to create solutions to reduce and prevent crime. <u>GAINED CRIME "DASHBOARD" TO BETTER TRACK CRIME LEVELS</u>
#11	Provide second sanitary sewer crossing beneath the railroad tracks. <u>PLAN PRESENTED TO THE CITY COUNCIL AT PREVIOUS MEETINGS</u>
#13	Provide a Capital Improvement Plan and System Development Charges (SDC) program that encourages development. <u>AWAITING UPDATES OF TSP AND CIP</u>

I. Great Neighborhoods

Goals:

- **Goal 1:** Develop and maintain diverse neighborhoods where citizens will take pride in where they live.
- **Goal 2:** Provide diverse recreational, cultural, and educational opportunities for our citizens and visitors.
- **Goal 3:** Provide a functional transportation system that supports all modes of transportation.

Great Neighborhood Objectives:

Goal 1: *Develop and maintain diverse neighborhoods where citizens will take pride in where they live.*

Objective 1: Review and update the Harrisburg Zoning and Subdivision Ordinances, and assure the ordinances reflect changing community conditions, as well as provide greater flexibility in order to facilitate and promote a variety of development opportunities including a wide choice of types of housing, as well as commercial and industrial development

Actions: Complete a comprehensive re-write of the city's subdivision and zoning ordinance by Dec 31, 2021. Thereafter, review and update the ordinance biennially.



Zoning Map

Objective 2: Initiate water conservation measures and best-practices community education programs. *(This project put on hold due to COVID, plus Major Street and Water Projects)* [Public Works]

Actions: Present annually water conservation presentations to the public at various venues such as the Harrisburg Schools, Senior Center, Library, or HART Center. Inform the community on the importance of conservation methods through the use of our newsletter, social media and our website. Provide homeowner community education classes on increasing irrigation efficiency, low flow fixtures, proper watering techniques, and landscape management to further reduce their monthly water bills.

Measures

Objective	Measure	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
1.a	Major Zoning/Subdivision Ordinance Revision	X					
1.b	Biennial Review of Zoning/Subdivision Ordinances			X		X	
2	Initiate water conservation practices and public education	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing

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I. Great Neighborhoods

Goal 2: Provide diverse recreational, cultural, and educational opportunities for our citizens and visitors.



Harrisburg Library

Objective 3: Promote and encourage more patron use of the Library. (Library use limited due to COVID limitations) [Library]

Actions: ~~Collaborate with the school district and other community organizations to determine ways to increase patron visits to the library; and, develop and implement new library programs.~~ Electronic/Digital Library access to be provided to patrons as part of Library Services in July 2021.

Objective 4: Achieve and maintain total City park land inventory at a minimum of 7 acres per 1,000 residents. [City Administrator]

Actions: ~~Finalize purchase of 100-acre parcel from Knife River now accomplished.~~ Develop existing and future parklands. Revise/Update Parks Master Plan, with the next step being Parks Development.

Objective	Measure	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
3	New Library Programs/ <u>Addition of Electronic/Digital Library Access by July 2021</u>	1	1	1	1	1	
4.a	Make final payment to Knife River by 2019 or earlier as specified in the 5-year extension agreement.	n/a	n/a	n/a	n/a	n/a	
4.ba	Apply for and acquire grants to develop existing and future parklands.	<u>OPRD Status unknown</u>	X				
4.cb	Update Parks Master Plan and by obtaining a RARE Intern and Parks SDC's, funded by the OPRD grant. (If awarded)	50% 25%	5025%	X 50%			
4.dc	Obtain development and facilities plan for 100 32 acres park	50% OPRD	50%	X 50%	X		

Goal 3: Provide a functional transportation system that supports all modes of transportation.

Objective 5: Review and update the Transportation System Plan (TSP), and Transportation SDC's. [Public Works, City Administrator]

Actions: ~~Apply Application for a grant through the Oregon Department of Transportation (ODOT) Transportation and Growth Management (TGM) program to update the City's TSP, using a RARE Intern- was denied. The plan update is needed to address the UGB expansion and other changing conditions, and to detail a prioritized project list of needed transportation improvements.~~



4th Street Railroad Project

I. Great Neighborhoods

Objective 6: Provide safe and accessible streets and sidewalks for the entire community, by seeking temporary and permanent funding opportunities. [Public Works, Finance/Deputy Recorder]

Actions: Create and implement budget policies that increase the street maintenance fund. Seek alternative permanent street funding options.

Objective 7: Make regular and substantive improvements to City Streets.

Actions: Design and construct a long-term rail/roadway solution with the railroad. Determine how to fund this project.

Objective	Measure	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
5	Obtain TGM grant and complete TSP update <u>in order to assure a transportation network that is prepared for growth. If the grant remains unfunded, offset costs by using transportation SDC's</u>	<u>Ongoing</u> <u>poliv/Budg</u> <u>at in 21/22</u> <u>Fiscal</u> <u>Year</u>	<u>X</u> <u>Hire</u> <u>Consult</u> <u>ant</u>	<u>n/a</u> <u>Finis</u> <u>h TSP</u>	<u>n/a</u> <u>Begin</u> <u>n Implem</u> <u>entation</u>	<u>n/a</u> <u>Ong</u> <u>ing Implem</u> <u>entation</u>	<u>Same</u>
6	Explore options and implement an increase in revenue to the street maintenance fund. Target is \$250,000/ year.	<u>\$250,000</u>	\$250,000	\$250,000	\$250,000	\$250,000	<u>\$250,000</u>
7	Repair/Upgrade City Streets to at least a 'C' standard; IAW Cities "Street Assessment Report 2016".	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	<u>Ongoing</u>
8	Review and Update Franchise Agreement with BNRR prior to expiration in 2022	50%	X				

II. PUBLIC SAFETY

Goals:

- **Goal 1:** Ensure public safety by protecting people and property.
- **Goal 2:** Provide safe and reliable drinking water, sewage disposal and drainage systems.

Public Safety Objectives:

Goal 1: *Ensure public safety by protecting people and property.*

Objective 9: Continue participation in FEMA National Flood Insurance Program and ~~start~~consider participation in the Community Rating System (CRS) program. (This program delayed by the COVID-19 Pandemic) [ACA/City Recorder]

Actions: Consider making application to participate in the CRS. after participating in training provided by FEMA/CRS Oregon Group.

Objective 10: Bring community awareness to crime issues in our City and work to create solutions to reduce and prevent crime. [City Administrator]

Actions: ~~Held COVID-19 effectively prevented holding~~ quarterly community crime prevention forums; Establish and strengthen neighborhood watch groups and neighborhood watch patrol. The City did ~~work~~ with LCSO to establish a statistical crime reporting baseline and ~~regularly update~~ plan quarterly updates to the City Council and the public and City Council on progress in reducing crime.

Objective	Measure	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
9	Consider Applying to the CRS rating program with FEMA	Make decision	X	n/a	n/a	n/a	<u>n/a</u>
10.a	Quarterly Community Crime Prevention Forums	<u>24</u>	4	4	4	4	<u>4</u>
10.b	Establish Neighborhood Watch groups & Work with LCSO	<u>Ongoing Late 2021</u>	Ongoing	Ongoing	Ongoing	Ongoing	<u>Ongoing</u>

Goal 2: *Provide safe and reliable drinking water, sewage disposal and drainage systems.*

II. PUBLIC SAFETY

Objective 11: Design, build, and operate a conventional Water Treatment Plant. [Finance, Public Works]

Actions: ~~Complete design, and construction of the \$7.5 million water system improvement project approved by the Harrisburg voters. Detailed engineering plans underway. Start of construction scheduled for 2nd quarter of 2021. Over 5,150 feet of waterline have been replaced in 2020.~~



City crews repairing sanitary sewer system

Objective 12: Provide second sanitary sewer crossing beneath the railroad tracks. [Public Works]

Actions: Design and construct ~~LaSalle Street~~ a pump station or alternate; and piping beneath the BNR railroad crossing. ~~near LaSalle Street.~~

Objective 13: Address the 5th Street storm drainage issues

Actions: ~~Design and construct storm drainage solutions to effectively remove storm water from 5th Street as part of 5th Street repair/improvement project. 5th Street Storm Drainage resolved with the 5th St. Reconstruction in 2020.~~

Objective	Measure	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
11	Construct and Operate Water Treatment Facility	10%	15%	25%	40%	Complete	N/A
12	Design and construct LaSalle Street sewer crossing, pump station/alternate and piping.	25%	75%	n/a	n/a	n/a	N/A
13	Design and construct storm drainage infrastructure for 5th Street	X	N/A	N/A	N/A	N/A	

III. Economic Development

Goal 1: Business Friendly – Promote an environment where businesses come, stay, and thrive through improved infrastructure, less red tape, and partnerships.

Goal 2: Maintain and consider possible expansion of the Harrisburg Redevelopment Agency in order to continue downtown improvements and facilitate other development opportunities.

Goal 3: Position Harrisburg as a community prepared for and welcoming to new development.

Economic Development Objectives:

Goal 1: Business Friendly – Promote an environment where businesses come, stay, and thrive through improved infrastructure, less red tape, and partnerships.

Objective 143: Provide a Capital Improvement Plan and System Development Charges (SDC) program that encourages development. [City Administrator, ACA/City Recorder, Finance/Deputy Recorder, Public Works]

Actions: Revise and update the City's Capital Improvement Plan. Update the City's SDC program and consider SDC incentives to encourage development.

Objective 14: Begin operating our own Building and Electrical permit Programs in order to enhance responsiveness to contractors and developers.

Actions: Submit Building and Electrical Assumption Application to the Building Codes Division

Objective 15: Enhance Economic Development/Outreach to existing businesses.

Goal 2: Maintain and consider possible expansion of the Harrisburg Redevelopment Agency in order to continue downtown improvements and facilitate other development opportunities.

Objective 16: Utilize Urban Renewal dollars to maximize the total investment and redevelopment efforts in Harrisburg's downtown. Create an increase in the assessed value of the Harrisburg redevelopment area by making strategic public investments to spur private investments. Progress: HRA Assessed values are improving fairly quickly. [City Administrator, ACA/City Recorder, Finance Officer]

Actions: Continue to promote the HRA Loan and Grant programs for redevelopment of downtown buildings.

Goal 3: Position Harrisburg as a community prepared for and welcoming to new development.

Objective 17: Update the City's Zoning Code and Land Division in order to simplify and speed land use changes and applications. [City Administrator, ACA/City Recorder]



Commented [ME1]: Per Jim's suggestion, adding something that sounds like policy, that supports advocating/supporting on behalf of our businesses

III. Economic Development

Objective	Measure	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
13.a	Revise and Update City's Capital Improvement Plan	X	n/a	n/a	n/a	n/a	<u>n/a</u>
13.b	Revise SDC program	<u>n/a</u>	X	n/a	n/a	<u>n/a</u>	<u>n/a</u>
14	Obtain OBCD approval to begin issuing our own building and electrical permits	X	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
15.a	Coordinate closely with Biz Oregon, OCWCOG, OEDA and others to reduce development impediments and attract new, desired development	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	<u>Ongoing</u>
15.b	Develop economic development marketing plan and review/update as needed	x	x	n/a	n/a	x	n/a
16.a	Total Value of Private Investment Exceeded	\$75K	\$100K	\$100K	\$100K	\$150K	\$150K
16.b.	Analyze opportunity for URD expansion/new URD	X	<u>X</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u>17</u>	<u>Update the City's Zoning Code & Land Division in order to simplify and speed land use changes or applications</u>	<u>X</u>	<u>Complete</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

IV. Efficient Governance

Goal 1: Effectively and efficiently provide the services that Harrisburg's citizens need, want, and are willing to support.

Goal 2: Maintain a qualified, effective, and happy workforce.

Efficient Governance Objectives:

Goal 1: *Effectively and efficiently provide the services that Harrisburg's citizens need, want, and are willing to support.*

Objective 17: Ensure transparent financial reporting and budgeting to the community. Maintain annual audit results establishing conformance to requirements and generally accepted accounting principles. [Finance/Deputy City Recorder]

Actions: Continue to publish annual budget and audit results on the City's website. Achieve annual audit with no reportable findings of non-compliance. Investigate software options that could provide greater transparency and access to city information and data.



Harrisburg City Hall

Objective 18: Investigate and implement new technologies and workplace practices that save time and resources. (Progress: Plan to adopt Oregon State Accela/E-permitting program. Also purchased new Payroll/Timekeeping program, saving staff 6 hours per pay period, or \$3,102 per year. [All Departments]

Actions: Implement technology and workplace practices that continue to reduce costs ~~by \$75,000.~~

Commented [ME2]: This is the original amount that Brian cut from payroll in the City Hall reorganization, to meet the \$200,000 Street Maintenance Goals. The City has met that goal, and John added in payroll to fund a Building Permit Tech/Office Asst. The City should continue to work on reducing costs in order to be as efficient as possible.

Goal 2: *Maintain a qualified, effective, and happy workforce.*

Objective 19: Timely, meaningful annual reviews are conducted for all full-time and part-time employees. [All Departments]

Actions: Employee evaluations are completed by the supervisor prior to an employee's anniversary date.

Objective 20: Maintain staff that is well-trained, certified, and given opportunities for growth inside the City organization. [All Departments]

Actions: Employees and supervisors are encouraged to find relevant training opportunities to ensure employees are qualified for assigned work tasks. Where appropriate, supervisors shall cross-train employees. Budgeted funds for training shall be reviewed to assure necessary training is accomplished.

Objective 21: Perform Compensation Analysis to keep wages consistent for comparably sized or regional Cities to better retain employees. [ACA/City Recorder]

Actions: Staff will perform Compensation Analysis on every three-year schedule.

IV. Efficient Governance

Objective	Measure	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
17	Reportable audit findings of noncompliance	None	None	None	None	<u>None</u>	<u>None</u>
18.a	<u>Continue to R</u> educe service delivery costs <u>by \$75,000</u>	Maintain	Maintain	Maintain	Maintain	<u>Maintain</u>	<u>Maintain</u>
18.b	<u>Purchase and Install Accela/State E-Permitting system</u>	<u>100%</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
19	100% evaluations completed on-time	100%	100%	100%	100%	<u>100%</u>	<u>100%</u>
20	Maintain certifications for employees	17	18	19	20	<u>20</u>	<u>20</u>
21	<u>RFP/IGA with an agency for Compensation/Wage Analysis Services</u>	<u>100% for FY22/23</u>	<u>n/a</u>	<u>n/a</u>	<u>100% for FY24/25</u>	<u>n/a</u>	<u>n/a</u>

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF DISCUSSING TRANSFERRING FUNDS FROM CONTINGENCY TO PROFESSIONAL SERVICES AND GOVERNMENT SERVICES IN THE GENERAL FUND

STAFF REPORT:

Exhibit A: Proposed Resolution

ACTION: NO ACTION – DISCUSSION ONLY.

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda – February 23, 2021

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

STAFF RECOMMENDATION:

Staff recommend Council discuss a proposed Resolution to transfer funds from Contingency to Professional Services and Government Services in the General Fund.

BACKGROUND INFORMATION:

The City's Finance Officer has reviewed the Budget for Fiscal Years 2020-2021 and found that Contract Services in the Professional Services section and Oregon Cascade West COG and Supplemental Law Enforcement in the Government Services section did not have enough funds budgeted to cover the estimated and necessary expenses.

Contract Services is currently budgeted at \$0.00. The previous Finance Officer provided contracted services to perform financial duties and train the new Finance Officer; this was incorrectly coded to the wrong fund in the amount of \$13,300.00. The City of Harrisburg is also required by our auditor to submit a GASB75 Actuarial Report which is supplied through CIS at an estimated cost of \$1,000.00. The Finance Officer is proposing to transfer \$14,300.00 from General Fund Contingency to cover the Contract Service expenses in the Professional Services section.

The Oregon Cascade West COG was budgeted at \$5,000.00. It has been discovered that the membership dues for 2020 were not paid in the last budget year and needed to be paid to remain a member of Oregon Cascade West COG. We will need to pay the current year dues in this budget year which is not covered in the current budget. The

Finance Officer is proposing to transfer \$5,000.00 from Contingency to cover the additional expense.

The Supplemental Law Enforcement line item is currently budgeted for \$25,000.00. The new agreement with the City of Coburg for increased traffic and code enforcement will be more than budgeted by \$5,000.00. The Finance Officer is proposing to transfer \$5,000.00 from Contingency to cover the additional expense. The total amount of proposed transfers to Government Services is \$10,000.00.

The General Funds Contingency was budgeted for \$190,728.00. After adopting the proposed resolution and performing the proposed transfer of \$24,300.00 the Contingency will be reduced to \$166,428.00.

REVIEW AND APPROVAL:

_____ John Hitt City Administrator	_____ Date
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RESOLUTION No.**A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM CONTINGENCY TO CONTRACTED SERVICES AND GOVERNMENT SERVICES IN THE GENERAL FUND**

WHEREAS, the City has entered into an IGA with the City of Coburg for Traffic Enforcement Services, with an increase of hours and pay adding an additional \$5,000 to the current budgeted amount; and,

WHEREAS, the payment to OCWCOG was not made in the prior fiscal year, resulting in two annual payments being paid in this fiscal year; and,

WHEREAS, the City is also transferring professional service payments for the previous Finance Officer contract from administrative wages to contracted services, as well as an increase in expenses for actuarial services in relation to GASB-75.

NOW, THEREFORE, BE IT RESOLVED that the following appropriations and transfers of funds will allow the listed funds to not exceed appropriated budgeted amounts for Fiscal Year 2020-2021.

Account #	Budgeted Amt.	Appropriation Transferred In	Appropriation Transferred Out	Revised Budget
Contingency Acct. No: 10-91-9900	\$190,728		\$24,300	\$166,428
Contract Services (Professional Services) Acct. No: 10-41-2600	\$0	\$14,300		\$14,300
Supplemental Traffic Enforcement (Government Services) Acct. No: 10-66-3050	\$25,000	\$5,000		\$30,000
Cascades West COG (Government Services) Acct. No: 10-66-2000	\$5,000	\$5,000		\$10,000

NOW, FURTHER, the City will transfer \$24,300.00 from line 10-91-9900 "General Fund Contingency" for these purposes.

Adopted by the City Council of the City of Harrisburg, Oregon, February 23, 2021.

Mayor

ATTEST:

City Recorder

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF CITY RECOGNITION OF MARTIN LUTHER KING DAY.

STAFF REPORT:

No Attachments

ACTION: NO ACTION – DISCUSSION ONLY

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda / February 23, 2021
Information—No action

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

STAFF RECOMMENDATION:

Staff recommends consideration and discussion of adding Martin Luther King Day as a recognized City Holiday wherein City Hall & Library would close, and most City employees are not required to work.

BACKGROUND INFORMATION:

Martin Luther King Day is both a federal and state holiday. While many private businesses stay open, many do not. In addition, most cities and counties in Oregon recognize this day as a holiday.

Should City Council be so inclined, staff could bring this back for formal consideration along with a few other pending updates to the City Employee Manual and policies. These will likely be ready for City Council consideration in March or April.

REVIEW AND APPROVAL:

John Hitt
City Administrator

Date

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF APPROVING AN EMPLOYMENT AGREEMENT WITH MICHELE ELDRIDGE AS CITY ADMINISTRATOR OF THE CITY OF HARRISBURG

STAFF REPORT:

Exhibit A: Proposed Contract with Michele Eldridge

Exhibit B: Previous Contract with Brian Latta

ACTION: I MOVE FOR THE CITY OF HARRISBURG TO ENTER INTO AN EMPLOYMENT CONTRACT AS PER EXHIBIT A

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda / February 26, 2021

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
+\$9000	N/A	N/A

STAFF RECOMMENDATION:

Staff recommends that the City of Harrisburg enter into an employment agreement with Michele Eldridge to serve as City Administrator under the compensation and terms contained in the proposed agreement.

BACKGROUND INFORMATION:

Per City Council instructions, I have negotiated the attached employment agreement (**Exhibit A**) with Michele Eldridge. As you can see, it very closely parallels the agreement the City previously had with Brian Latta (**Exhibit B**).

Specifically, it calls for an annual salary of \$95,000. When salary and required benefits are combined, this represents a savings (for the remainder of the fiscal year) of approximately \$9,000 compared to the current contract with John Hitt.

Please note that the agreement adds in the same four-month termination (for lack of cause) benefit that Brian Latta enjoyed. Most City Administrator/Manager contracts provide severance/termination benefits of four months to a year unless there is wrongdoing on the part of the Manager. (See sections 9.2 & 9.3) of the draft agreement.

Of course, City Council is free to suggest changes to this agreement, which if agreed to by Michele, would still allow approval on the 23rd. This agreement would commence March 1, 2021.

My agreement with the city would terminate February 28th. This leaves the City somewhat shorthanded, as we need to hire in a new Department Head, at the same time that we are in the budget process, are finalizing the building permit assumption program, the CRF grant program, and have major planning developments that Michele will be working on.

Michele and I have discussed the possibility of the City entering into a part-time consultant contract with me to work on Council Priorities, chiefly the new zoning/development code, of which I am the author. (Other projects, such as the HRA Amendment, could be as needed.) While the details of such an agreement have not been worked out, I view it likely it would entail an average of 5 days per month at something like \$75 per hour, retroactive to March 1st, should City Council so approve.

While that is a cost of \$3,000 per month, the City has specifically saved \$4,000 in the first two months of the year as we have not yet hired a part-time permit clerk that was budgeted for this fiscal year. Staff will be focusing on hiring a new City Recorder prior to advertising for the part-time permit clerk position. The new City Recorder will also likely be hired at a lower pay scale than the current one.

If Council is concerned about cost, it is certainly feasible to budget for this in the new fiscal year. While the zoning code amendments are a priority, we didn't anticipate receiving two new subdivision developments, or a 25-unit manufactured home park during this fiscal year. Delaying the bulk of that project to the new fiscal year wouldn't set the project back by far.

REVIEW AND APPROVAL:

John Hitt	_____	Date
City Administrator		



CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

PARTIES:

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

RECITAL:

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

1. DUTIES AND RESPONSIBILITIES.

- 1.1 The City agrees to employ the Administrator as City Administrator to perform (1) the functions and duties specified in the Charter, the Ordinances, and the resolutions of the City, (2) as required by state and federal laws, and (3) to perform other legally permissible and proper duties and functions as the City Council shall assign from time to time as more fully stated in the Job Description.
- 1.2 The Administrator shall also serve as City Planner, Enterprise Zone manager, and Executive Director of the Harrisburg Redevelopment Agency.

2. LENGTH OF EMPLOYMENT.

- 2.1 This employment agreement shall continue indefinitely.
- 2.2 The City shall have the right to end this agreement at any time, subject only to the provisions set forth in Section 9 of this agreement.
- 2.3 The Administrator shall have the right to end this agreement at any time, subject only to the provisions set forth in section 9 of this agreement.

3. START DATE. The date the Administrator began working for the City March 1, 2021.

4. SALARY.

- 4.1 The City agrees to pay the Administrator for his/her services rendered an annual sum of \$95,000.
- 4.2 Bonuses, pay increases, and fringe benefits may be considered by the City Council at any time.
- 4.3 Compensation shall be paid pursuant to the City's payroll policies and practices applicable to other city employees.
- 4.4 Any adjustment in salary made during the life of this agreement shall be in the form of a written amendment and shall become part of the agreement.

5. RESIDENCY. The Administrator shall reside within 15 miles or 20 minutes of the City of Harrisburg within one year.

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

- 5 days per year (40 hours)

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

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

7. **BENEFITS.**

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

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

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

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

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

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

9. **TERMINATION AND SEVERANCE PAY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreed to this 23rd day of February, 2021.

City of Harrisburg by Robert Duncan, Mayor

Michele Eldridge

Attachments: ICMA Code of Ethics

ICMA Code of Ethics

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

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
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Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2017.

ICMA



CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

PARTIES:

City of Harrisburg, Oregon ("the City")
 Brian Latta, ("the Administrator")

RECITAL:

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

1. DUTIES AND RESPONSIBILITIES.

- 1.1 The City agrees to employ the Administrator as City Administrator to perform (1) the functions and duties specified in the Charter, the Ordinances, and the resolutions of the City, (2) as required by state and federal laws, and (3) to perform other legally permissible and proper duties and functions as the City Council shall assign from time to time as more fully stated in the Job Description.
- 1.2 The Administrator shall also serve as City Planner, Enterprise Zone manager, and Executive Director of the Harrisburg Redevelopment Agency.

2. LENGTH OF EMPLOYMENT.

- 2.1 This employment agreement shall continue indefinitely.
- 2.2 The City shall have the right to end this agreement at any time, subject only to the provisions set forth in Section 9 of this agreement.
- 2.3 The Administrator shall have the right to end this agreement at any time, subject only to the provisions set forth in section 9 of this agreement.

3. START DATE. The date the Administrator began working for the City on May 20th, 2013.

4. SALARY.

- 4.1 The City agrees to pay the Administrator for his services rendered an annual sum of \$92,459.89.
- 4.2 Bonuses, pay increases, and fringe benefits may be considered by the City Council at any time.
- 4.3 Compensation shall be paid pursuant to the City's payroll policies and practices applicable to other city employees.
- 4.4 Any adjustment in salary made during the life of this agreement shall be in the form of a written amendment and shall become part of the agreement.

5. RESIDENCY. The Administrator shall reside within 15 miles or 25 minutes of the City of Harrisburg within one year.

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

- 5 days per year (40 hours)

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

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

7. **BENEFITS.**

7.1 The Administrator shall be entitled to the same benefits as provided to other employees of the City with the following exceptions: (1) the Administrator will be credited as of the date of employment with 24 hours of sick leave and will accrue sick leave thereafter at the rate of four hours per pay period; (2) the Administrator will be credited with 40 hours of vacation credit effective June 1, 2013; (3) the Administrator will accrue vacation time at a rate of 3.67 hours per pay period during the first year of employment; and, (4) the Administrator will accrue vacation time at a rate of 5.34 hours per pay period beginning after the first year of employment and continuing through the tenth year of employment, with vacation time thereafter accruing at the same rate as for other employees.

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

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

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

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

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Agreed to this 12th day of February, 2019.



City of Harrisburg by Robert Duncan, Mayor



Brian Latta

Attachments: ICMA Code of Ethics

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ICMA