

**AGENDA for
COMMON COUNCIL OF THE CITY OF TURNER
Regular Meeting
7:00 pm**

Turner City Hall

January 11, 2024

If you wish to comment remotely, you **MUST** sign up by 4:00 pm on January 8, 2024, by e-mailing lnunnellee@turneroregon.gov or calling 503-743-2155.

To join remotely, **CALL: 917-900-1022**

CONFERENCE ID: 5037432155

CALL TO ORDER

PUBLIC COMMENTS

COUNCIL MEMBER COMMENT

CONSENT CALENDAR

- A) Accounts Payable since December 14, 2023
- B) Council Minutes- December 14, 2023

NEW BUSINESS

Discussion & Decision: Intergovernmental Agreement with Local Government Personnel Services for Classification/ Compensation Study

Discussion & Decision: Intergovernmental Agreement with Mid-Willamette Council of Governments for City Attorney Services

Discussion and Decision: ARPA Funded Projects Package

ADMINISTRATOR REPORT: 2023 Annual Report

BUSINESS REPORT:

PUBLIC COMMENT

COUNCIL MEMBER COMMENTS

Further information on any agenda item is available at City Hall. Special provisions for individuals with disabilities can be provided with 48-hour notice by contacting City Hall: 503-743-2155 or lnunnellee@cityofturner.org.

The City of Turner follows Title VI of the Civil Rights Act standards requiring that "No person in the United States shall, on the basis of race, color, national origin, sex, age, disability, low income, and limited English proficiency (LEP), be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any licensing program or activity receiving federal financial assistance.

CONSENT CALENDAR

NEW BUSINESS

Discussion & Decision: Intergovernmental Agreement with Local Government Personnel Services for Classification/Compensation Study

The attached agreement authorizes the Local Government Personnel Services (LGPS) (part of Lane Council or Governments) to complete a classification/compensation study for the City's Public Works Department. The study would review the jobs duties and classification for the Utility Worker I and II position, review compensation and make recommendations for adjustments.

Discussion & Decision: Intergovernmental Agreement with Mid-Willamette Council of Governments for City Attorney Services

As you know, our long-time City Attorney, John Beckfield, has resigned. I checked with the Mid-Willamette Council of Governments (COG) about providing temporary services, but found out they provide ongoing services at a very reasonable rate.

The attached agreement would appoint a COG attorney as the City Attorney. We would be billed an annual fee for basic services. More complex work would be billed by the hour and referrals would be made to other attorneys as needed.

Discussion and Decision: ARPA Funded Projects Package

At the December 14, 2023 Council meeting, a variety of projects were discussed that could be completed using American Recovery Plan Act (ARPA) funds. Based on the Council discussion, below is a package of projects that could be funded through remaining \$330,000 in ARPA dollars:

New Patrol Car - \$75,000

David Sawyer Park Playground Replacement - \$70,000

Public Works Shop Fencing - \$20,000

3rd St. (near Turner Lumber) Stormwater Line - \$150,000

Total: \$315,000

It would be proposed that an additional project be added to this list, which may require additional City funds to complete or could be rescoped:

3rd St./Denver Fog Seal - \$50,000

Other projects that were discussed at the previous meeting were a variety of street maintenance projects, a stormwater project near Bella Ct., a new public works shop and public works heavy equipment.

It is requested that Council approve the above package or a modified package so we can meet timelines for use of the ARPA funds.

Accounts Payable

Checks by Date - Summary by Check Date

User: AReardon
 Printed: 1/8/2024 12:08 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
23376	ALDER	ALDERSGATE CONFERENCE CENTER	12/12/2023	130.00
23378	SBELL	SHIRLEEN BELL	12/12/2023	664.93
23379	visa	Cardmember Service	12/12/2023	8,596.11
23380	PETT	Cash	12/12/2023	1,200.00
23381	DE LAGE	De Lage Landen Financial Serv	12/12/2023	368.00
23382	HWYSPEC	HIGHWAY SPECIALTIES, LLC	12/12/2023	84.00
23383	OSSA	OREGON ASSOCIATION CHIEFS OF POLI	12/12/2023	250.00
23384	PETROCAR	PetroCard Systems	12/12/2023	73.12
23385	RIVER	River-Bend Materials	12/12/2023	1,904.71
23386	CENTRO	SOLV BUSINESS SOLUTIONS	12/12/2023	87.99
23387	SBROOK	Springbrook Software LLC	12/12/2023	634.00
23388	TOSHIBA	TOSHIBA FINANCIAL SERVICES	12/12/2023	357.00
23389	BAKING	TURNER BAKING CO.	12/12/2023	392.00
23390	VISER	VISER	12/12/2023	210.55
23391	water	WATERLAB	12/12/2023	80.00
Total for 12/12/2023:				15,032.41
23392	BECK	John H. Beckfield	12/18/2023	969.00
Total for 12/18/2023:				969.00
23393	ARETE	ARETE ADVISORS, LLC	12/21/2023	242.00
23394	ATTMOB	AT&T Mobility	12/21/2023	249.12
23395	SALE	CITY OF SALEM	12/21/2023	53,736.85
23396	K&E	K & E EXCAVATING INC	12/21/2023	13,060.98
23397	SANT	METCOM 9-1-1	12/21/2023	3,520.78
23398	NWNG	NW NATURAL GAS COMPANY	12/21/2023	330.08
23399	ONE	ONE CALL CONCEPTS, INC.	12/21/2023	23.80
23400	OSSA	OREGON ASSOCIATION CHIEFS OF POLI	12/21/2023	300.00
23401	PITN	PITNEY BOWES BANK INC PURCHASE P	12/21/2023	400.00
23402	PITNFS	PITNEY BOWES GLOBAL FINANCIAL SE	12/21/2023	164.91
23403	PGE	PORTLAND GENERAL ELECTRIC	12/21/2023	4,789.91
23404	SEGURA	GUILLERMINA SEGURA	12/21/2023	150.00
23405	TRFD	TURNER FIRE DISTRICT	12/21/2023	500.00
Total for 12/21/2023:				77,468.43
23410	ZZAKS	AKS Engineering & Forestry	12/28/2023	7,787.70
23411	ATTMOB	AT&T Mobility	12/28/2023	403.06
23412	UB*01170	JASON & HANNAH BODI	12/28/2023	75.91
23413	SALE	CITY OF SALEM	12/28/2023	41,624.17
23414	DennisM	Michael Dennis	12/28/2023	220.00
23415	UB*01171	REFRESH REAL ESTATE	12/28/2023	22.99
23416	TUCHSCH	Umpqua Valley Financial	12/28/2023	1,500.00
23417	UB*01173	JENN WOODWARD	12/28/2023	48.57
23418	UB*01172	ESTATE OF: MARLENE YANDELL	12/28/2023	31.47

23419	ZIPLY	ZIPLY FIBER	12/28/2023	79.40
			Total for 12/28/2023:	51,793.27
ACH	AFLAC	AFLAC	12/29/2023	202.80
ACH	OREG	OR DEPT OF REVENUE	12/29/2023	4,559.45
ACH	OSGP	OR Savings Growth Plan	12/29/2023	1,624.20
ACH	PERS	PERS	12/29/2023	20,360.50
ACH	umpqua	Umpqua Bank - Salem Commercial	12/29/2023	15,580.02
23407	CCIS	CIS Trust	12/29/2023	35.25
23408	TEAM324	GENERAL TEAMSTERS	12/29/2023	280.00
23409	TEAMTRUS	TEAMSTERS 206 EMPLOYEE TRUST	12/29/2023	17,942.54
			Total for 12/29/2023:	60,584.76
			Report Total (47 checks):	205,847.87

**TURNER CITY COUNCIL
MEETING MINUTES
December 14, 2023**

The regular meeting at Turner City Hall was called to order at 7:03pm by Mayor Horning. Councilors Schaufler, Miller, Jung, and Wolf were in attendance. Administrator McClure, Police Chief Taylor, and DJ Thommen were also present.

PUBLIC COMMENTS None

COUNCIL MEMBER COMMENTS: Question- have we used the rescue devices for the lake, where are they, and were we building something to hold them? Chief Taylor noted they did initially go with a device that didn't work so they went with 2 different devices. They are stationed at the lake in the shed. The Fire dept crews do checks on the devices on a weekly basis, batteries are rotated, they are trained on how to use them. Parts were also ordered for preventative maintenance recently.

Councilor Jung asked how is the lake level? Administrator McClure noted it was down 14-15 inches from high water and now it's down 4 inches from high water. The valve is currently open. If the valve was closed during the recent storm event it may have filled up/gone over. The rainfall was about 5", but 10" lake level increase due to run off. With the storm event, the berm near the parking lot received some damage.

Councilor Doran asked about the ring at the lake- there was a phone number, but it is no longer there. Chief Taylor noted there were stickers saying emergency 911 but there was no other info on it.

Mayor Horning asked who lived here in 2012? Councilor Doran and Chief Taylor raised hands. Mayor Horning passed out pictures of the 2012 flood and explained how the water flowed during the flood. The council reviewed the pictures.

CONSENT CALENDAR

- A) Accounts Payable since November 9, 2023
- B) Council Minutes- November 9, 2023

Councilor Jung asked about Dalke and AKS big checks and questioned the TNP check. Administrator McClure explained.

Councilor Doran moved to approve the consent calendar, Councilor Schaufler seconded, approved unanimous.

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Discussion & Decision: Use of ARPA Funds

Administrator McClure noted the City first received funds for basics, hand sanitizer, etc. The funds under discussion are stimulus money. A chunk of it was used on the pool building. The balance of these funds must be obligated by Dec. 2024. Buying equipment would be the easiest option.

Councilor Jung asked if we are earning interest on these funds? Councilor McClure noted yes, but not much. Councilor Jung asked do we have good police vehicles? Chief Taylor let them know we have two that are good, the third is at the end of its life. Councilor Jung feels emergency services are a high priority, thinks getting another vehicle is the best idea.

Administrator McClure suggested buying something that doesn't have an alternate source with this funding. A patrol car is a good example.

Street projects requests like the pedestrian activated signal about cost about \$50,000, but it could come out of other funds and there is a good chance Marion County could approve the project and pay for it, for example at Delaney and 3rd. The transportation system project is looking at that intersection. Delaney to Val View on 3rd St. may need an island for pedestrian safety.

Street maintenance needs include seal coating and crack sealing. The Denver/3rd section could use \$50,000 for a fog seal. There was discussion on who owns what parts of road, county vs city.

Sidewalks are another idea, but it would be really complicated dealing with drainage systems in older parts of the city, or substantial rain gardens. The gap between pavement and gravel would add more paving. Administrator McClure noted it would be hard to pull off with the ARPA money.

Councilor Doran asked if we could pave or improve all the way to Chicago to eliminate all the gravel etc.? Administrator McClure said yes, that would be a chunk of money. Councilor Doran asked if we could we just repave, or would we need to redo sidewalks as well? Administrator McClure noted probably sidewalks as well. Mayor Horning asked what the cost of sidewalks would be? Administrator McClure noted a block of sidewalk is maybe \$30,000.

The grassy area that will be an urban renewal agency project could also be done with ARPA funds.

David Sawyer Park needs new playground equipment. Administrator McClure would like to restore/update what's in there and then also have a "tot" area. More elaborate would be getting into something bigger, like over by the ball field but that's more complicated, requires citizen involvement. Enhancements could be paid for with park SDC's, can't be used for replacements, only expansion or enhancements. Councilor Schaufler asked how much do we have in the park SDCs? Administrator McClure noted a good chunk.

Also noted- Public Works needs Shop building, money could come from each fund but it would be easier to do with a block of money. Building the fence is a smaller thing.

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Stormwater project- the line by Turner lumber is collapsing and our Stormwater fund has no capacity to do that. The only other option would be the Riverbend Fund. Bella Court also has issues where drains were messed up, the water was supposed to be in people's back lots, but it runs into Franzen property (City of Salem); that would probably be a \$150,000 project.

Councilor Schaufler agreed that a Police car, pedestrian activated signal are a must and would say PW building, but is also concerned about the SW issues.

Councilor Doran agreed to Police car, 3rd and Delaney signal, replacement portions on David Sawyer Park.

Councilor Miller asked how much is David Sawyer Park being used? Administrator McClure noted it is very busy, would be a good place for local residents to see upgrades.

Administrator McClure feels with Patrol car, David Sawyer Park and one of the Stormwater projects would use the whole budget.

Councilor Jung feels the County should/could pay for 3rd St./Delaney Rd. improvements. Administrator McClure noted we do have other funds available for the 3rd and Delaney project, SDCs and street operating so we could go to the county and get them to pitch in and pull the rest of the money from other funds. ARPA would just enable us to do it all at our cost and get it done. It could be a late spring project.

Mayor Horning would like to see the funds be spent on something visible to the community. Councilor Miller feels PW shop fencing is a priority. She asked if we had had any homeless come in? Administrator McClure noted no- but the whole yard is exposed, including equipment.

Councilor Wolf is all for street projects, crosswalks, lights. Pedestrian safety is a big priority, patrol car is obviously needed, and would like a backhoe for PW.

Mayor Horning asked if will TSP help us with priorities? Administrator McClure noted the study won't be done until September.

Councilor Doran asked what is needed for a toddler play area? Administrator McClure explained some options. Councilor Doran noted the lake play structure is really big and freaks out parents for the little kids, a smaller play area is needed there as well.

Mayor Horning concluded there were plenty of ideas for the funds. Administrator McClure agreed. Patrol car, park enhancements, signal should use up the budget.

Councilor Wolf noted again he thinks 2nd and Denver need to restripe the crosswalk. Councilor Schaufler wants to see the signal included there as well. Administrator McClure commented that we have other funds available. Councilor Schaufler said get it on the agenda and get it done! If the county won't do it, then we need to just get it done wherever the money comes from.

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ADMINISTRATOR REPORT- Water line update - getting under the railroad got complicated, found out a major communication cable is sitting there and it's not where it's supposed to be. We hit it. The railroad requires us to resubmit with new specifications to go around the communication line. Now rain is a problem. The option for discharging the water would be through our wastewater system and it would cost us roughly \$200,000 more. We still have headroom on this project, so we are okay because the project originally came in so low.

Councilor Wolf asked how low? Administrator McClure noted we came in at \$2.2 million, where we had \$3.0 million to work with. Can we wait until it's dry? Yes, but the engineer recommends we go forward. Jan 6th is when we are expecting the project to move forward.

Weather event - if the recent storm was a little different, we probably would've had some flooding. We were actively watching. We went through it very well. Police and Public Works were on top of things. We have a great relationship with the weather program managers at City of Salem and they're very good at what they do. Mayor Horning noted you can pull up the weather info on our website link as well.

Administrator McClure shared that our City Attorney John Beckfield is resigning, effective at end of December. We will need to set up an proposal process to find a replacement.

Councilor Jung asked if we have any possibilities through special districts? Administrator McClure said we may have some resources. We are limited in what we need for a city attorney. Checking with COG to see if we can get somebody in the interim.

School evacuation information. One of the teachers brought in handmade thank you cards and posters for the police department.

Asia Reardon set up the Christmas tree lighting and Santa which went great. The vendors did well. The business decorating contest is in process. The circus will be here next May.

BUSINESS REPORT- DJ Thommen- thanked the City for getting the word out for all the businesses. There will be a new hair salon/cosmetic tattoo shop going in at his parcel. Trying to move all the contractor-related businesses to the south property. There is a new taco truck at his place, Perro's Tacos is back in town out at the Country Corner. Edison lights look great on the Ball Building, the retail side really shows well.

Councilor Miller asked are the businesses doing well? Mr. Thommen noted they're getting started, people are coming in.

Mr. Thommen noted we still need more space for commercial endeavors, a playground installer wants space here, and that he lives here on the hill. We need a commercial business park. The only

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commercial space is 3rd st and ideally that wouldn't be where the contractors should be, that should be more retailers.

There is Industrial space across Wipper Road, but the owner is waiting for the "one big fish". It is in City limits, but no infrastructure out there. Administrator McClure said he needs to engage the state for economic development to get the infrastructure is how that would need to go.

Mr. Thommen asked if there is an update on Delaney and 3rd lot. Councilor Miller said No.

Councilor Schaufler asked what do we need to do to help the owner of the industrial lot find someone he wants to sell that property to? Mr. Thommen said we have had a few bites over the years for various things. Councilor Schaufler asked is there a way we can advertise that industrial zoned property is available? It was noted the owner has it listed somewhere.

Councilor Schaufler asked if we get enough water for an industrial property like that? Administrator McClure noted Yes, but the sewer is the bigger issue. Salem builds in our needs with their system though so that's good news.

PUBLIC COMMENT: None

COUNCIL MEMBER COMMENTS: None

Meeting adjourned 8:09pm

Steve Horning, Mayor

Scott McClure, City Administrator

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AGREEMENT

LOCAL GOVERNMENT ATTORNEY SERVICES

THIS AGREEMENT is made and entered into this 1st day of January 2024 by and between the CITY OF TURNER, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, CITY and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall provide an experienced local government attorney to provide legal navigation and consultation services to CITY, not to exceed five hours per month. Legal consultation and navigation includes day-to-day questions as posed by designated CITY representatives such as conduct of a public meeting, the rights of individual citizens to access public records, or the interpretation of a code or legal requirement.
2. COG shall provide an experienced local government attorney to provide general counsel and hearings officer services to CITY which may include;
 - a. Review and drafting of contracts, intergovernmental agreements, and other documents and legal instruments as requested by CITY.
 - b. Drafting of resolutions, ordinances, and updates of municipal code sections as requested by CITY.
 - c. Attendance at CITY meetings as requested by CITY and coordinated with the designated attorney.
 - d. Attendance at meetings requiring legal representation either accompanying one or more CITY representatives or as the designated CITY legal representative.
 - e. Training of CITY personnel, elected, and appointed officials on legal issues.
 - f. Hearings Officer.
 - g. Other legal services as requested by CITY, but not including attorney of record, litigation, bond counsel, personnel and labor negotiations, city prosecutor, or other specialized attorney services beyond agreed upon general legal representation.
3. Services may be initiated or assigned by email contact with the attorney or as through formal action at a CITY meeting.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of local government legal services.
2. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's local government attorney will be coordinated.

C. Method of Payment and Payment Schedule

1. COG shall provide a monthly billing statement identifying legal costs by project and rate.

2. CITY agrees to pay a flat fee of \$1000 per annum for five hours each month of legal navigation and consultation services provided under paragraph A.1. Hours do not accrue. CITY agrees to pay the standard rate for general counsel and/or hearings officer services set forth in the current COG fee schedule for any and all hours in excess of five hours per month.
3. CITY agrees to pay the standard rate for general counsel and/or hearings officer services provided under paragraph A.2. as stated in the current fee schedule attached.
4. City agrees to pay for support staff assistance and copying related to services provided in A.2 as stated in the current fee schedule attached.
5. City agrees to pay mileage at the IRS mileage rate for travel related to providing services described in A.1 and A.2.
6. CITY shall review, process, and pay COG's monthly invoices within 30 days of receipt.
7. Requests for payment shall be submitted to City, to the attention of Asia Reardon via e-mail at apclerk@turneroregon.gov.

D. Work Product

1. Any work product created by the local government attorney pursuant to tasks performed on behalf of CITY shall constitute CITY work product.
2. COG will provide CITY with copies of all work products in electronic form. Printed copies of work product shall be provided upon written request.

E. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2024, unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

F. Non-Exclusive Representation

1. COG will provide local government attorney services as requested by CITY.
2. The parties agree that services provided by COG shall be non- exclusive as CITY reserves the right to employ attorney staff or contract for legal services.
3. CITY shall be responsible for determining which legal tasks it assigns to the COG and to any other individual or firm.
4. If CITY has a staff attorney or contract attorney firm serving as the designated City Attorney, COG local government attorney assigned to perform CITY work will report to CITY's key contact person.

G. Independent Contract

CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party, shall be deemed the agents or employees of the other party for any purpose.

H. Limited Warranty

1. COG's only obligation is to provide an experienced local government attorney, under contract with COG, to provide legal counsel on CITY requested projects.
2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.

I. Conflicts

Should a conflict arise regarding billing or quality of service, the parties shall meet to attempt to resolve the issue within thirty (30) days of issue identification. Each party shall designate a representative authorized to negotiate a solution to the conflict. If the conflict cannot be resolved by the parties, the parties will submit the issue for mediation.

IN WITNESS WHEREOF, COG and CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

CITY OF TURNER

By: Scott F. Dadson
Scott F. Dadson (Dec 21, 2023 15:05 PST)
Scott Dadson, Executive Director

By: _____
Scott McClure, City Manager

Date: Dec 21, 2023

Date: _____

BEFORE THE BOARD OF DIRECTORS
FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

In the matter of establishing rates for services provided to members, affiliate members, and other entities on a fee-for-service basis.

RESOLUTION 2023-11

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019.

WHEREAS, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

WHEREAS, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

WHEREAS, the COG desires to offer a host of fee-for-service programs on a contractual basis with its affiliate members to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

WHEREAS, the Board of Directors for the COG desires to set rates for such services that are affordable for members and recover the COG's costs of providing such services,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2023, and ending June 30, 2024, unless sooner amended:

	COG Member Rates	Affiliate Member Rates
<u>Administrative Services</u>		
Recruitment Services		
<u>Population</u>		
Up to 1,000	\$ 7,739	\$ 8,513
1,001 to 5,000	\$ 9,950	\$ 10,945
Over 5,000	\$ 13,266	\$ 14,593
Non-Member Govt. Entities	\$ 19,899	\$ 21,889
Background Check Services (per background check)	\$ 553	\$ 608

		COG Member Rates	Affiliate Member Rates
Legal Services			
Consultation and Navigation Services	Per year	\$ 1000	\$ 1,100
(Includes up to 5 hours per month, unused hours do not roll forward)			
General Council Services	Per hour	\$ 188	\$ 207
Hearings Officer Services	Per hour	\$ 207	\$ 228
Strategic Planning/Goal Setting			
Evening/Half Day	per hour	\$ 1,658	\$ 1,824
One Day (8 Hours)	per hour	\$ 3,317	\$ 3,649
Evening Plus full day (10 hours)	per hour	\$ 3,869	\$ 4,256
Miscellaneous Technical Services			
Executive Director	per hour	\$ 187	\$ 206
Admin Support Coordinator	per hour	\$ 97	\$ 107
Support Staff	per hour	\$ 76	\$ 84
Finance Services			
Finance Director	per hour	\$ 141	\$ 155
Fiscal Assistant	per hour	\$ 97	\$ 107
Support Staff	per hour	\$ 76	\$ 84
Human Resources Services	per hour	\$ 97	\$ 107
Communications Services	per hour	\$ 76	\$ 84
Community Development Services			
Land Use Planning (small cities)*			
Senior Planner	per hour	\$ 104	\$ 114
Associate Planner	per hour	\$ 97	\$ 107
Support Staff	per hour	\$ 76	\$ 84
Grants Administration*			
Grants Administration Specialist	per hour	\$ 84	\$ 92
Support Staff	per hour	\$ 76	\$ 84
For Profit Rate	per hour		\$ 116
Project Management			
Project Manager		\$ 97	\$ 107
Housing Rehab Services*			\$ 0
Project Manager	per hour	\$ 97	\$ 107
Housing Rehab Specialist	per hour	\$ 84	\$ 92

		COG Member Rates	Affiliate Member Rates
<u>Economic Development Services*</u>			
Development Director		\$ 141	\$ 155
*(Any contracts that exceed a 1-year period shall be charged at the above rates plus 5%.)			
<u>GIS/Data Services</u>			
Member Rate	per hour	\$ 103	\$ 113
For Profit Rate	per hour		\$ 166
<u>Modeling Services</u>			
Member Rate	per hour	\$ 130	\$ 143
For Profit Rate	per hour		\$ 185
<u>Loan Program Services SBA Loans / Administration for Revolving Loan Program</u>			
Program Manager	per hour	\$ 148	\$ 163
Loan Officer	per hour	\$ 109	\$ 120
Servicing Specialist	per hour	\$ 90	\$ 99
Loan Underwriting , Packaging and		1.5%	\$ 0
*Minimum Fee		\$ 1,500	\$ 1,650
<u>Copy Services</u>			
Copy			
Black and White Copies (Each)		\$ 0.25	\$ 0.28
Color Copies (Each)		\$ 0.75	\$ 0.83
Oversize color copies, double sided (Each)		\$ 1.25	\$ 1.38
Regular Plots			
A (8 1/2x11) or (11x17) (Each)		\$ 3	\$ 3.30
C (17x22) or (22x34) (Each)		\$ 25	\$ 27.50
E (34x44) (Each)		\$ 45	\$ 49.50
For oversize plots, \$45 plus \$4.32 per additional square foot			
Image Plots			
A (8 1/2x11) or (11x17) (Each)		\$ 6	\$ 7
C (17x22) or (22x34) (Each)		\$ 37	\$ 41
E (34x44) (Each)		\$ 67	\$ 74
For oversize plots, \$67 plus \$6.48 per additional square foot			

Affiliate and Business Partner Rates

	Individual / Non-Profit Affiliate	For-Profit Business Partner
Cost	\$500	\$500
Eligibility	Non-profit regional organizations and statewide intergovernmental associations that either have government representation on their boards (i.e. SEDCOR, Travel Salem, LOC, AOC, OSBA) or that partner with the COG in the delivery of its programs and services (i.e. Boys and Girls Club) This category would also be available to individuals in organizations who work regularly with the COG (i.e. Regional Solutions Coordinator).	Any for-profit Business that does business with the public entities that make up membership in the COG.
Scope of Services	Affiliates would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.).	Business Partners would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.)


Lisa Leno (Sep 20, 2023 18:00 PDT)
 Lisa Leno, MWVCOG Board Chair

Sep 20, 2023
 Date

ATTEST

Scott F. Dadson
Scott F. Dadson (Sep 20, 2023 11:58 PDT)
 Scott Dadson, MWVCOG Executive Director

09/19/2023
 Date

INTERGOVERNMENTAL AGREEMENT

BETWEEN: Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

AND: City of Turner (CITY), a unit of local government of the State of Oregon

EFFECTIVE DATE: 1/10/2024

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. CITY and LCOG desire to enter into an agreement where-in AGENCY will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference)

AGREEMENT

1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until completion of the delivery of services described in Exhibit A or until earlier terminated pursuant to Paragraph 4 of this agreement.
2. **Services to be Provided.** CITY agrees to provide services to LCOG as outlined in Attachment A, Work Program.
3. **Compensation.** CITY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for Local Government Personnel Services members and non-members (Exhibit A) plus any direct expenses associated with the Work performed.
4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Stacey Marple 859 Willamette St., Suite 500 Eugene, OR 97401-2910 Ph: 541-682-3638	For City of Turner Scott McClure, City Administrator 5255 Chicago Ste SE Turner, OR 97392 Ph: 503-980-4371
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7. **Records/Inspection.** CITY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.
8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or

damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

- 9. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.


If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.

- 10. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
- 11. **Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the CITY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the CITY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and CITY shall incur no obligation to any sub-contractor.
- 12. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
- 13. **Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.
- 14. **Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
- 15. **Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
- 16. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

LANE COUNCIL OF GOVERNMENTS:

CITY:

DocuSigned by:

 By: _____
 Brendalee S. Moore, Executive Director

By: _____
 (Scott McClure, City Administrator)

Date: 12/29/2023

Date: _____

Local Government Personnel Services

859 Willamette St., Ste 500
Eugene OR 97401
(541) 682-4283

asklons@lcoo.org

<https://www.lcoo.org/1105/Local-Government-Personnel-Services>



Estimate Prepared for:

City of Turner
Scott McClure, City Administrator
5255 Chicago Ste SE
Turner, OR 97392
503-980-4371

Date: December 20, 2023

Preparation, Review, and Development	Estimated Hours
Preparation, Review, and Development • Confirm/finalize project parameters (project options, comparators, data points, and positions to be included) • Review and update job descriptions and current salary structure(s) for summary overview of comparable Internal market factors for Internal equity as well as comparable external market factors for survey and analysis purposes • Customize data tables, research comparators, and format structures	3.00
External Market Survey • Request and collect comparator data (may include: job descriptions, salary schedules, wages, & benefits, etc); follow up as needed • Up to ten (10) public sector comparators Two - Three (2-3) Classifications • Review, evaluate, and analyze collected data, perform job matching, and follow up on data requests as needed Comparison Tables • Review, evaluate, and analyze collected compensation data and follow up on data requests as needed • Draft additional data tables including compensation structure comparison, and other compensatory benefits	2.00 4.00 2.00
Findings, Analysis, & Recommendations • Draft/summarize findings, analysis, and market-based recommendations • Draft recommendations for classification plan/salary schedule	3.00
Report Development & Project Finalization • Prepare project report for city review • Review project report with city • Make clarifications and updates as necessary & finalize report	2.00
ESTIMATED PROJECT HOURS & COST (MEMBER RATE)	16.00
HOURLY BILLING RATE (MEMBER RATE)	\$147.00
ESTIMATED TOTAL PROJECT COST	\$2,352.00
ESTIMATED PROJECT HOURS & COST (NON-MEMBER RATE)	16.00
HOURLY BILLING RATE (NON-MEMBER RATE)	\$179.00
ESTIMATED TOTAL PROJECT COST	\$2,864.00

PROJECT ASSUMPTIONS

- Project includes 2-3 city classifications, to be determined. The number of positions chosen could impact estimate.
- External market salary survey includes up to ten (10) public-sector comparators.

PROJECT TIMELINE

- First available date to begin project work: January 2024 or one (1) week after notice to proceed - whichever is later.
- Project timeline is dependent upon city and external participant participation throughout this compensation study. The goal for completion is February 2024.

PROJECT DISCLOSURES

- This project estimate, including timeline, is offered for 30 days from the date of the estimate. After 30 days, please contact us for an updated estimate, including timeline.
- This is a good faith estimate. Actual project hours, whether more or less than estimated, will be billed quarterly.
- Project modifications requested will be confirmed in writing.
- Should any conference / meeting be conducted in person, mileage / travel costs will be billed.



2023 Year End Report

Following is a summary of City of Turner accomplishments/projects/decisions/actions for 2023:

Major Projects:

- Finished the playground area at Turner Lake Park to finish Phase I improvements
- Partnered with the Cascade School District to build a new poolhouse at Turner Elementary
- Completed two grant-funded projects to ready the Ball Brothers Building for sale.
- Paved the parking lot/alley behind City Hall
- Completed most of the water pipeline project on 3rd St. and building a new water pump station
- Study aimed at determining if the downtown area could be removed from the floodplain almost complete
- Initiated an update to our Transportation System Plan
- New crosswalk design for 3rd and Delaney almost complete
- Partial design completed for Downtown Stormwater Project

Accomplishments:

- Added Crosshill Christian School as a new user for the ballfield at David Sawyer Park
- Approved land use code and comprehensive plan updates
- Transitioned the front office staff from 1.5 employees to 1.0 employee
- Received a grant to do another master plan for Turner Lake Park
- Acquired a new police patrol vehicle and a public works truck
- Completed negotiations and approved a new labor agreement

Accomplishments continued:

- Added maintenance services to our Turner Lake vendor contracts
- Purchased a traffic data unit to document speed and traffic volumes
- Protected Eastwood Drive by removing some dangerous rocks on the hillside and installing a new fence and barriers
- Approved new regulations regarding homeless camping
- Started to use the City of Salem for police vehicle maintenance
- Held successful Turner Celebration, 4th of July and Taco Tour events
- Police Department operating with three police officers
- Initiated a review of potentially surplus City properties
- Sold the Ball Brothers Building, with vendors moving into place very quickly
- Started the process to rezone two properties from industrial to commercial along 3rd St.
- Completed updates to the City's MS4 and TMDL stormwater permits
- Initiated a discussion of use of Federal stimulus funds (ARPA)