



Harrisburg City Council Work Session Agenda

May 25, 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 Lori Ross, at 541-995-6655*
8. *Meetings are held in a facility that is disinfected. Masks are required if there are 10 or more people in the room. Seating is set with 6' physical separation in mind.*
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

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

STAFF REPORT:

Exhibit A: If the City Report and Contract Reports are provided to the City prior to when the agenda is compiled, the reports will be attached to this staff report.

ACTION: DISCUSSION

OLD BUSINESS

2. THE MATTER OF A DISCUSSION IN RELATION TO A RESOLUTION AND LETTER OF ADVOCATION FOR THE CITY OF HARRISBURG

STAFF REPORT:

Exhibit A: Proposed Resolution
Exhibit B: Proposed Letter to Governor Brown

ACTION: DISCUSSION

NEW BUSINESS

3. THE MATTER OF REVIEWING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF OREGON BUILDING CODE DIVISION (BCD)

STAFF REPORT:

Exhibit A: IGA Partnership Agreement for ePermit System
and Services

ACTION: MOTION TO APPROVE THE IGA WITH THE OREGON BUILDING CODE DIVISION, AND TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF HARRISBURG

4. THE MATTER OF A DISCUSSION IN RELATION TO COUNCIL POLICY 18-1.04

STAFF REPORT:

Exhibit A: Materials and Staff Report from the last meeting

ACTION: FOR DISCUSSION

5. THE MATTER OF DISCUSSING RECREATIONAL IMMUNITY/ACCESS AND NEW SIGNS FOR THE 132-ACRE PARK

STAFF REPORT:

Exhibit A: Partition Plat Copy of Park Area

Exhibit B: Google Earth picture of park in 2021

ACTION: FOR DISCUSSION ONLY

6. THE MATTER OF APPROVING A PARADE PERMIT WITH TWO DIFFERENT ROUTES FOR THE OLD-FASHIONED 4TH OF JULY PARADE

STAFF REPORT:

Exhibit A: City Parade Permit

Exhibit B: ODOT Parade Permit & Route A

Exhibit C: City Parade Permit & Route B

ACTION: MOTION TO APPROVE THE TWO PARADE ROUTES FOR THE 2021 OLD-FASHIONED 4TH OF JULY PARADE

7. THE MATTER OF APPROVING THE 3RD QUARTER 2020/2021 EXPENSE REPORT

STAFF REPORT:

Exhibit A: 3rd Quarter Expense Report Ending March 31, 2021

ACTION: MOTION TO APPROVE THE 3RD QUARTER 2020/2021 EXPENSE REPORT.

OTHER ITEMS

ADJOURN

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

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

STAFF REPORT:

Exhibit A: If the City Report and Contract Reports are provided to the City prior to when the agenda is compiled, the reports will be attached to this staff report.

ACTION: DISCUSSION ONLY

THIS AGENDA BILL IS DESTINED FOR: Work Session Agenda – May 25, 2021

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

STAFF RECOMMENDATION:

Staff recommend that City Council review the attached reports and prepare any questions for LCSO Staff.

BACKGROUND INFORMATION:

Sergeant Beth Miller provides the City with both the LCSO City Report and the Contract Report for the previous month’s activities. If the reports are provided in time for the agenda process, they will be attached as exhibits. If they are provided after that point, but prior to the meeting, then Staff will forward them via email to Council members and will print them in time for the meeting. (LCSO Reports not appearing in the Council Agendas will be provided in the Minutes for that meeting instead.) This process gives Council the chance to review responses and actions in relation to both criminal and non-criminal activities by LCSO deputies in town on a monthly basis.

LCSO Staff may not always be available to attend the meeting, therefore, if Council has any questions or concerns, they can save them for when a representative is available, or they can convey them to staff, who will find answers for them.

REVIEW AND APPROVAL:

Michele Eldridge, City Administrator Date

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF A DISCUSSION IN RELATION TO A RESOLUTION AND LETTER OF ADVOCATION FOR THE CITY OF HARRISBURG

STAFF REPORT:

- Exhibit A: Proposed Resolution
- Exhibit B: Proposed Letter to Governor Brown

ACTION: DISCUSSION

THIS AGENDA BILL IS DESTINED FOR: Work Session Agenda – May 25, 2021

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

STAFF RECOMMENDATION:

Staff recommends the Council discuss/amend both the resolution and letter. The letter can be sent now, or after the resolution is approved in the June business meeting.

BACKGROUND INFORMATION:

At the last meeting, the City Council created an ad-hoc committee consisting of Mike Caughey, Adam Keaton, Charlotte Thomas, and myself. The Committee met on May 14 and spent three hours crafting the Resolution (**Exhibit A**) and the proposed letter (**Exhibit B**) that the City Council plans to send to Governor Kate Brown.

The Committee slightly altered some of the resolution language to be specific to Harrisburg. Highlighted paragraphs in the resolution were ones that the committee wasn't united on; choices are to remove the paragraphs completely or use them with amended language as they are shown. The City Council should review these paragraphs and discuss any changes to them. Staff will also bring some information to the meeting, since we are checking in with area businesses, rather than assuming that they will agree that the 'lockdowns and OROSHA guidelines were solely responsible for their inability to earn a living'. City Council members are welcome to make any changes to this resolution, including those that the committee were united on. Staff will return with a finished resolution at the meeting on June 8th.

In addition to the proposed resolution, the City Council should also review the Proposed Letter to Governor Brown. (**Exhibit B**). This letter is also modeled on the one used in Baker City. It expresses our dismay that small cities are not being heard by state

leadership, as well as advocating for our businesses, and ultimately our way of life in Harrisburg. If the City Council finds the letter acceptable, we can send it this week, or we can hold off until after the resolution is adopted at the business meeting.

REVIEW AND APPROVAL:

Michele Eldridge, City Administrator Date

RESOLUTION No.

RESOLUTION DECLARING AN ECONOMIC, MENTAL HEALTH, AND CRIMINAL ACTIVITY CRISIS DUE TO THE CURRENT COVID-RELATED STATE EMERGENCY DECLARATION AND RELATING OSHA MANDATES AND GUIDANCE

WHEREAS the Oregon Governor’s Executive Order 20-03: Declaration of Emergency due to COVID-19, and all subsequent and related OSHA guidance, and present and future executive order extensions of such are arbitrary and excessive for small communities like Harrisburg; and

WHEREAS we as a municipality have no legal authority to summarily flout these mandates, guidelines, and enforcement by OROSHA, and therefore cannot protect any local business from State-directed targeting, repercussions, and penalties if such local business personally chooses to; and

WHEREAS we also recognize that neither city, county nor state government has the legal right to flout the Oregon State or the United States Constitutions; and

WHEREAS we do believe our citizens are fully capable of making their private, individual healthcare and lifestyle decisions themselves; and

WHEREAS we recognize that COVID-19 is indeed a contagious virus and contagious viruses do exist in the world; and

WHEREAS science has shown over the last year that COVID-19 is largely survivable and continual lockdowns do not stop its spread; and

WHEREAS all initial models and projections used to justify initial state emergency mandates have been proven inaccurate over the past year; and

WHEREAS City of Harrisburg is obligated to adopt regulations designed to promote the public safety and general welfare of its citizenry; and

WHEREAS many of our local businesses directly attribute state lockdowns and OROSHA guidelines as solely responsible for their inability to earn a living or pursue other rights as outlined in our State and U.S. Constitutions, and therefore we believe

Commented [ME1]: The Sub-Committee wasn't united on these two sentences. Some of the wording was changed from the original. Council can discuss and decide if they want to remove them, alter them further, or keep as is.

Commented [ME2]: We are verifying with some businesses that they actually feel this way, rather than just speaking for them. Results to be shared at meeting.

their livelihood is being unconstitutionally and negatively impacted by government without due compensation; and

WHEREAS State agencies have been given abusive authority to punitively fine and shutter businesses, thereby breaking the trust relationship essential to carrying out their functions; and

WHEREAS businesses in Harrisburg are struggling to find employees because of the enhanced unemployment benefits and in many cases unemployment benefits pay more than what the employer can offer them; and

WHEREAS businesses are on the brink of permanent closure, creating a fiscal emergency and a devastated local economy; and

WHEREAS a businesses in Harrisburg haves already closed their doors permanently as a result of the Governor's emergency declaration, with other businesses also being in danger of closing; and

Commented [ME3]: On Friday during our meeting, Gridiron hadn't yet made the announcement. To our deep regret, this is now valid.

WHEREAS the Governor's lockdown and masking mandates are actively creating division and unrest as those of one opinion are encouraged by it to impose their opinions over the free will of those of another; and

WHEREAS the pandemic has resulted in limitations in temporary holding cells, as well as a the limited number of beds in our local County Jail; is resulting in an ongoing "cite and release" system that puts criminals straight back on the streets to further victimize our community immediately after arrest; and

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Commented [ME4]: The Committee changed wording here to be more general since we don't have a local jail. But Sergeant Miller pointed out that Linn County Jail is our local jail, and she confirmed that what was occurring in Baker City was true for Linn County as well. LCSO is truly limited to keeping incarcerations for felonies convictions, while lesser crimes result in release.

WHEREAS the Governor's mandates result in pitting law enforcement against law-abiding citizens rather than criminals, which damages a community's strong relationship with valued law enforcement, and which is a dynamic no community should tolerate; and

WHEREAS deliberate isolation of the ill in hospitals or the elderly left to die alone of that isolation is the cruelest of abuses and is not to be accepted in any civilized society; and

WHEREAS it is a violation of the First Amendment of the United States Constitution for a government to limit how our churches and citizens choose to practice their religious freedoms, which are crucial to mental health; and

WHEREAS social distancing and prolonged isolation are proven to create a number of mental health issues such as anxiety and depression, sometimes pushing individuals over the edge toward suicide as a last resort; and

WHEREAS that same social distancing and prolonged isolation, combined with unemployment and other stressors, are increasing cases of drug and alcohol abuse, domestic abuse, and violence; and

WHEREAS we believe in the kindness, compassion, and common sense of our citizens and businesses to help protect the most fragile and susceptible in our community; and

WHEREAS fear is a tool of untruth, manipulation, and control - characteristics all of which do not reflect the values of our citizenry; and finally.

WHEREAS, John Adams stated, "But a constitution of government once changed from freedom can never be restored. Liberty, once lost, is lost Forever".

NOW, THEREFORE, BE IT RESOLVED that we declare an economic, mental health, and crime crisis due to the current COVID-related State Emergency Declaration and related OROSHA mandates and guidance, as a means of loudly and symbolically supporting our citizenry; and

BE IT RESOLVED, the City will communicate in writing with the Governor's Office to encourage the full opening of our city or suggesting other means necessary to give our citizens relief from these mandates; and

BE IT RESOLVED, the City will support upcoming legislation, dependent upon its straightforward and unarmful wording, which provides reparations to business owners who have had their businesses and income taken without compensation; and

BE IT RESOLVED, the City will support future statewide ballot initiatives and legislation that limits the duration and extent of Governor's emergency powers which may create similar lockdown scenarios during future emergencies, natural disasters, and pandemics; and

BE IT RESOLVED, the City will share this resolution with other Oregon cities, counties, and media outlets in the hope those entities will also speak more loudly; and

BE IT RESOLVED the City recognizes the citizenry of Harrisburg are free, sovereign individuals within a Constitutional, Representative Republic, not subjects, and will be recognized as such as we firmly stand to represent them.

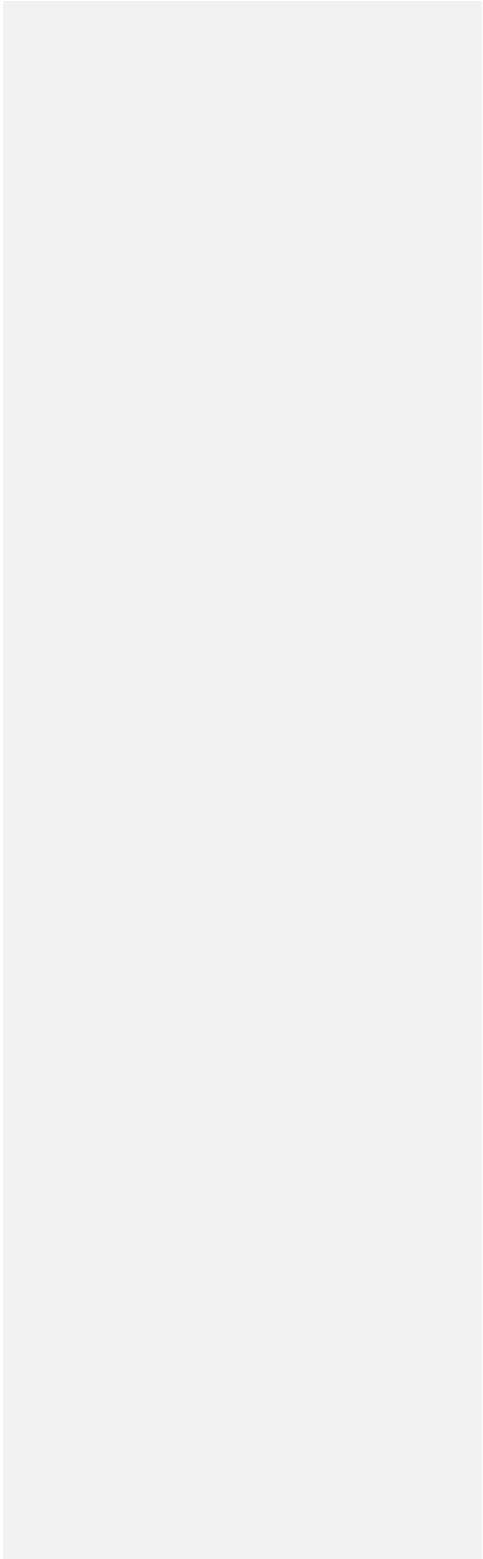
PASSED by the City Council of the City of Harrisburg, Oregon and signed by the Mayor of Harrisburg, Oregon, this 25th day of May 2021.

SIGNED: _____

ATTEST: _____

Mayor

City Recorder _____



May XX, 2021

Governor Kate Brown
State of Oregon
900 Court Street Suite 254
Salem, OR 97301-4047

Dear Governor Kate Brown:

We are writing on behalf of our community members who have suffered through the coronavirus pandemic for the past year. Our small businesses have been forced to weather this monumental obstacle with very little assistance from the state or federal government. Regardless, our community has adapted a great deal to business and life with ever changing restrictions, closures, and uncertainty.

Our business owners do not have the capital to survive multiple, long periods of shutdowns that keep their doors closed to their valuable customers. While some have been able to take advantage of the small amounts of local, state and federal assistance, it is not nearly enough to survive and keep workers employed. Many of our citizens are turning to state assistance or being forced to travel to find work.

At the same time, large corporations thrived to unprecedented levels as people turned to online and 'big box' retailers that were guaranteed to be open. In 2020, Amazon reported record revenues of over \$386 billion, and Walmart reported an astonishing \$548 billion in revenue. These numbers were made possible by shutdowns across the country that took those dollars away from local business and services. Once again, large corporations' benefit at the expense of small business owners.

We understand the need to act quickly to implement measures that will keep as many Oregonians safe as possible and potential risks that must be weighed in this extraordinary situation. However, we also feel that those measures should be regularly updated with input from all Oregon communities, using sound scientific data, local medical capacity information, the needs and desires of the local community, and a reasonable level of common sense.

In 2020, the Oregon State office of Diversity, Equity, and Inclusion was directed to make Oregon a more equitable place for every Oregonian. One of the core elements of the Equity Framework is to form community-informed policy and partnerships to work with community leaders in decision making processes. We do not currently feel that this element of the framework is being realized. Our community is not currently being heard by our state leadership. We are asking for a seat at the table, a voice for our citizens, and an opportunity to provide input to restrictions that have a profound effect on our rural community.

We would welcome an opportunity to speak about how we might help implement the Diversity,

Equity, and Inclusion framework in a way that will amplify voices across the entire state, open our businesses, and maintain a reasonable safety standard for our citizens. We appreciate your consideration of our concerns and look forward to following up with the appropriate state agency.

Sincerely,

Harrisburg City Council

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF REVIEWING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF OREGON BUILDING CODE DIVISION (BCD)

STAFF REPORT:

Exhibit A: IGA Partnership Agreement for ePermit System and Services

ACTION: MOTION TO APPROVE THE IGA WITH THE OREGON BUILDING CODE DIVISION, AND TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF HARRISBURG

THIS AGENDA BILL IS DESTINED FOR: Work Session Agenda – May 25, 2021

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

STAFF RECOMMENDATION:

Staff recommends the City Council approve the IGA and Authorize Staff to sign the agreement on behalf of the City.

BACKGROUND INFORMATION:

As part of the Assumption of our own Building Permit and Electrical Permit program, the City is required to also use the ePermitting System and Services that are provided by the Oregon Building Code Division (BCD). Staff have already been working on the implementation checklist. Some of the conversion will require working with both Linn County, and the BCD to get the information we need to make certain the ePermit system is accurate for the City of Harrisburg.

Our City Attorney is also reviewing the IGA; If he suggests any changes, staff will bring those changes to this meeting.

REVIEW AND APPROVAL:

Michele Eldridge Date
City Administrator

INTERGOVERNMENTAL PARTNERSHIP AGREEMENT
ePermit System and Services

THIS INTERGOVERNMENTAL PARTNERSHIP AGREEMENT (“Agreement”) will become effective when all required signatures have been obtained by and between The State of Oregon, acting by and through the Department of Consumer and Business Services (DCBS), Building Codes Division (“BCD”) and the City of Harrisburg (“Jurisdiction”), a political subdivision of the State of Oregon. BCD and the Jurisdiction may collectively be referred to herein as the Parties and individually as the Party. The Parties enter into this Agreement to cooperate and share services pursuant to the authority granted under ORS 455.185. The purpose of this partnering agreement is to encourage economic development through construction and to use experimentation and innovation for administration of building inspection programs. It is in the best interest of BCD and Harrisburg’s leaders to ensure that construction-related development activities proceed in a manner as quickly and efficiently as practical. Having a flexible and responsive system requires sufficient staff and resources to be available to construction businesses. By partnering together, BCD and the City of Harrisburg can explore new ways to maximize the use of scarce resources.

DCBS:

Celina Patterson
e-Permitting Manager
1535 Edgewater Street NW
PO Box 14470
Salem, OR 97309
(503) 373-0855

Jurisdiction:

Michele Eldridge
City Administrator
120 Smith St.
PO Box 378
Harrisburg, OR 97446
(541) 995-2200

RECITALS

- A. Oregon Revised Statute ORS 455.095 provides that DCBS shall develop and implement a system that provides electronic access to building permitting information. The statute also requires DCBS to make the system accessible for use by municipalities in carrying out the building inspection programs administered and enforced by the municipalities.
- B. The Department of Administrative Services, State Procurement on behalf DCBS issued a Request for Proposal (RFP) for a statewide ePermit system and associated products and services (“ePermit System”). Accela, Inc. was the successful proposer. On or about August 8, 2008, DCBS and Accela, Inc. entered into a contract (“ePermit contract”) by which Accela, Inc. licensed to DCBS ePermitting system software, an IVR system and provided related configuration, implementation and hosting services (collectively the “ePermit System”)
- C. The ePermit contract provided that the ePermit System and related Services

would be available to municipalities (“Participating Jurisdictions”).

- D. BCD is the division of DCBS that implements and administers the ePermitting system.
- E. Jurisdiction has requested that BCD provide access to the ePermitting System and related Services to Jurisdiction and to implement the Jurisdiction as a Participating Jurisdiction as set forth in the ePermitting contract.
- E. BCD is willing, upon the terms of and conditions of this Agreement, to provide access to Jurisdiction to the ePermitting System and related Services and to implement Jurisdiction as provided herein.

1. DEFINITIONS.

- 1.1. As used in this Agreement, the following words and phrases shall have the indicated meanings.
- 1.2. “Agreement” means this Regional Partnership Agreement.
- 1.3. “ePermitting Contract” has the meaning set forth in Recital B and includes all amendments thereto.
- 1.4. “ePermit System” means the entire system including the ePermitting software licensed implemented and configured pursuant to the ePermit contract and related Services including hosting and IVR.
- 1.5. “Jurisdiction” has the meaning set forth in the first paragraph of this Agreement.

2. TERM, RENEWAL AND MODIFICATIONS.

- 2.1. Term. This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until termination of this Agreement as provided herein. Unless otherwise terminated as provided herein, this Agreement will be in effect for the period that Jurisdiction administers and enforces a building inspection program. This Agreement will automatically renew in the event that the Jurisdiction’s program assumption is renewed for an additional period.
- 2.2. Agreement Modifications. Notwithstanding the foregoing, or, any other provision of the Agreement, BCD may propose a modified Agreement or new intergovernmental agreement for Jurisdiction access to the ePermit System. BCD will propose such modified Agreement or new intergovernmental

agreement with at least 60 days written notice prior to expiration of the Jurisdiction’s current program assumption period. The new intergovernmental agreement or modified Agreement will be effective on the effective date of the renewal of Jurisdiction’s program assumption. If the parties cannot agree to the new intergovernmental agreement or modified Agreement, this Agreement will terminate effective on the renewal date of Jurisdiction’s program assumption. Additionally, during the term of this Agreement, BCD may propose modifications to this Agreement and which will become effective upon mutual agreement by the parties in accordance with section 19 of this Agreement.

3. PERFORMANCE AND DELIVERY.

3.1 Responsibilities of BCD.

3.1.1. BCD shall use its best efforts to provide Jurisdiction access to the ePermit System and related Services. BCD shall use it best effort to provide the Jurisdiction with satisfactory access on a parity with all other jurisdictions implemented by BCD to the ePermit System.

3.1.2. BCD will implement the Jurisdiction using the process according to the ePermitting Implementation Methodology set forth in Exhibit E. In the event that a Work Order Contract is used to implement a specific city or county, a copy of that agreement shall be provided in Exhibit D.

3.1.3. Upon implementation, Jurisdiction will have access to the System and the functionality as described in the ePermit contract and determined during the implementation process.

3.1.4. BCD will provide technical support for the ePermit program. Support shall be provided to Jurisdiction 8:00 a.m. to 5:00 p.m. Monday through Friday, except for state observed holidays and from 8:30-10:00 am on Mondays when ePermitting staff holds its weekly staff meeting. The general support structure shall be as follows:

3.1 .4.1. State ePermitting team provides technical support to participating city or county.

3.1.4.2. Accela provides technical support to State ePermitting team.

In the event that the State team is unable to communicate a solution to the participating city or county, the State team will facilitate communication between Accela and participant.

3.2. Responsibilities of Jurisdiction.

3.2.1. Jurisdiction agrees to the requirements of Exhibit A.

3.2.2. Jurisdiction agrees to abide by the terms and conditions of the Software License set forth in Exhibit B.

3.2.3. Jurisdiction agrees to abide by the implementation model that is identified in Exhibit E.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Representations of Jurisdiction. Jurisdiction represents and warrants to BCD as follows:

4.1.1. Organization and Authority. Jurisdiction is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. Jurisdiction has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Jurisdiction has assumed and administers a building inspection program under ORS 455.148 to ORS 455.153.

4.1.2. Due Authorization. The making and performance by Jurisdiction of this Agreement (1) have been duly authorized by all necessary action of Jurisdiction and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

4.1.3. Binding Obligation. This Agreement has been duly executed and delivered by Jurisdiction and constitutes a legal, valid and binding obligation of Jurisdiction, enforceable according to its terms.

4.1.4. Jurisdiction has reviewed the ePermit Contract and ePermit System and is knowledgeable of the ePermit system functionality and performance and has entered into this Agreement based on its evaluation of the ePermit Contract and the ePermit System

4.2. Representations and Warranties of BCD. BCD represents and warrants to Jurisdiction as follows:

4.2.1. Organization and Authority. BCD is an agency of the state government and BCD has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

4.2.2. Due Authorization. The making and performance by BCD of this Agreement (1) have been duly authorized by all necessary action of BCD and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

4.2.3. Binding Obligation. This Agreement has been duly executed and delivered by BCD and constitutes a legal, valid and binding obligation of BCD,

enforceable according to its terms.

4.2.4. Performance Warranty. BCD will use its best efforts to provide Jurisdiction access to the ePermit System and implement the Jurisdiction according to the ePermit contract. Notwithstanding the foregoing, Jurisdiction understands and agrees that the ePermit System is composed of software and services provided by third parties and BCD has no responsibility to Jurisdiction for the functionality or performance of the ePermit System.

4.3. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

5. ACCESS TO RECORDS AND FACILITIES.

5.1. Records Access. BCD, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Jurisdiction that are directly related to this Agreement, for the purpose of making audits, examinations, excerpts, copies and transcriptions.

5.2. Retention of Records. Jurisdiction shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement.

5.3. Public Records. Jurisdiction shall be deemed the Custodian for the purposes of public records requests regarding requests related to Jurisdiction's building inspection program.

6. JURISDICTION DEFAULT. Jurisdiction shall be in default under this Agreement upon the occurrence of any of the following events:

6.1. Jurisdiction fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.

6.2. Any representation, warranty or statement made by Jurisdiction herein is untrue in any material respect when made.

7. BCD DEFAULT. BCD shall be in default under this Agreement upon the occurrence of any of the following events:

7.1. BCD fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

7.2. Any representation, warranty or statement made by BCD herein is untrue in any material respect when made.

8. TERMINATION.

8.1. Jurisdiction Termination. Jurisdiction may terminate this Agreement in its entirety as follows:

- 8.1.1. For its convenience, upon at least six calendar months advance written notice to BCD, with the termination effective as of the first day of the month following the notice period;
- 8.1.2. Upon 30 days advance written notice to BCD, if BCD is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Jurisdiction may specify in the notice; or
- 8.1.3. Immediately upon written notice to BCD, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Jurisdiction no longer has the authority to meet its obligations under this Agreement.

9. TERMINATION. BCD may terminate this Agreement as follows:

- 9.1. For its convenience, upon at least twenty-four calendar months advance written notice to Jurisdiction, with the termination effective as of the first day of the month following the notice period.
- 9.2. Upon termination of the ePermit Contract with such reasonable notice to Jurisdiction as feasible under the terms of the ePermit Contract.
- 9.3. Immediately upon written notice to Jurisdiction if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DCBS no longer has the authority to meet its obligations under this Agreement.
- 9.4. Upon 30 days advance written notice to Jurisdiction, if Jurisdiction is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as BCD may specify in the notice.
- 9.5. Immediately, in the event that Jurisdiction no longer administers and enforces a building inspection program.

10. EFFECT OF TERMINATION.

- 10.1. No Further Obligation. Upon termination of this Agreement in its entirety, BCD shall have no further obligation to provide access to the ePermit System and related Services to Jurisdiction.
- 10.2. Survival. Termination or modification of this Agreement pursuant to sections 8 and 9 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification.

However, upon receiving a notice of termination, Jurisdiction shall immediately cease all activities under this Agreement, unless expressly directed otherwise by BCD in the notice of termination.

10.3. Minimize Disruptions. If a termination right set forth in section 8 or 9 is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10.4. Jurisdiction Data. Jurisdiction may obtain a copy of data related to its building inspection program.

11. NOTICE. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Jurisdiction or BCD at the addresses or numbers set forth on page one of this agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against BCD, any notice transmitted by facsimile must be confirmed by telephone notice to BCD's ePermitting Manager. To be effective against Jurisdiction, any notice transmitted by facsimile must be confirmed by telephone notice to Jurisdiction's City Manager. Any communication or notice given by personal delivery shall be effective when actually delivered.

12. SEVERABILITY. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

13. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

14. GOVERNING LAW, CONSENT TO JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between BCD (and/or any other agency or department of the State of Oregon) and Jurisdiction that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the

eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Jurisdiction, by execution of this agreement, hereby consents to the in personam jurisdiction of said courts.

- 15. COMPLIANCE WITH LAW.** The parties shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement. All employers, including BCD and Jurisdiction, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 16. ASSIGNMENT OF AGREEMENT, SUCCESSORS IN INTEREST.** The parties agree there will be no assignment or delegation of the Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing. The provisions of this Agreement shall be binding upon and shall inure to the parties hereto, and their respective successors and permitted assignees.
- 17. NO THIRD PARTY BENEFICIARIES.** BCD and Jurisdiction are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 18. WAIVER.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 19. AMENDMENT.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Jurisdiction, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20. HEADINGS.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 21. CONSTRUCTION.** This Agreement is the product of extensive negotiations between BCD and representatives of Jurisdiction. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective

meaning to the Agreement to the extent possible, consistent with the public interest.

22. INDEPENDENT CONTRACTOR. The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other as those terms are used in ORS 30.265 or otherwise.

23. LIMITATION OF LIABILITY.

23.1. Jurisdiction agrees that BCD shall not be subject to any claim, action, or liability ARISING IN ANY MANNER WHATSOEVER OUT OF ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF ACCESS OR SERVICE UNDER THIS AGREEMENT. THE STATE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE POLITICAL SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, DELAY, INTERRUPTION OF BUSINESS ACTIVITIES, OR LOST RECEIPTS THAT MAY RESULT IN ANY MANNER WHATSOEVER FROM ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF SERVICE.

23.2. EXCEPT FOR LIABILITY ARISING UNDER SECTION 26 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

24. FORCE MAJEURE. Neither BCD nor Jurisdiction shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of BCD or Jurisdiction, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

25. TIME IS OF THE ESSENCE. Time is of the essence in the performance of all under this Agreement.

26. CONTRIBUTION

26.1. If any third party makes any claim or brings any action, suit or proceeding ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with

counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

27. AGREEMENT DOCUMENTS IN ORDER OF PRECEDENCE. This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A - Jurisdiction Obligations
- Exhibit B - ePermit License Agreement
- Exhibit C - ePermit Contract (not attached, but made available to Jurisdiction)
- Exhibit D-Work Order Contract

Exhibit E - Implementation Model

All attached and referenced exhibits are hereby incorporated by reference.

28. MERGER CLAUSE. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of BCD to enforce any provision of this Agreement shall not constitute a waiver by BCD of that or any other provision.

JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT JURISDICTION HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

A. Jurisdiction

By: _____ Date: _____

Printed Name: _____

Title: _____

B. Jurisdiction

By: _____ Date: _____

Printed Name: _____

Title: _____

B. State of Oregon, Acting by and through its Department of Consumer and Business Services, Building Codes Division

By: _____ Date: _____

Printed Name: _____

Title: _____

C. State of Oregon, acting by and through its Department of Consumer and Business Services, Building Codes Division

By: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit A Jurisdiction Obligations

Jurisdiction Software

As part of the state hosted system, any software being used by Jurisdiction to support either the building permitting system or any supplemental products being purchased from Accela, must be compatible with the Accela product.

Product Features

Jurisdiction agrees to sell permits online through the ePermitting Portal. Jurisdiction agrees to offer online and IVR inspection scheduling for permits in an appropriate status. Jurisdiction agrees to offer online submittal of plan documents at appropriate point(s) in the application process as dictated by the Jurisdiction's workflow associated with each record type.

Permit Numbering Scheme.

As a full service participant, Jurisdiction agrees to include the pre-assigned three digit prefix to all permits covered by and processed through ePermitting system. Permits for any supplemental products purchased through Accela, hosted in the State of Oregon environment and being serviced through the State of Oregon ePortal must also use the three-digit prefix in the permit number. Permits for supplemental products purchased through Accela that will not be hosted or maintained on the Oregon platform and that are not serviced through the State of Oregon ePortal are not required to use the three-digit prefix.

Status and Result Codes.

All status and result codes such as inspections, plan review, permit issuance status will be pursuant to a statewide uniform system. Jurisdiction shall only use the uniform status and result codes.

Inspection Codes.

Inspection types for code required inspections must be consistent throughout the state. Unique inspection types must be requested through and assigned by the ePermitting staff.

Supplemental Products Purchased by Jurisdiction through Accela.

Any supplemental product such as, but not limited to, Land Use, Enforcement, Licensing or other services, are licensed directly to Jurisdiction by Accela. Support services for the supplemental products fall outside of the scope of this Intergovernmental Agreement and are therefore provided through direct agreement with Accela or other service provider. Installation of supplemental products onto the State hosted servers cannot occur before the State ePermitting team begins active development of the building permitting module.

Version (Product) updates.

Migration from one product version of Accela Automation to another product version will be regulated and coordinated through BCD. Supplemental products will be required to migrate to the same version of the product at the same time as the product version for the building product module. After implementation, Jurisdiction is required to test the configuration against new versions of the product in the timeframe specified by BCD.

**Exhibit B
Software License Agreement**

Note: DCBS through the ePermit Contract has the right to permit Jurisdictions to use the ePermit System software as set forth in Exhibit G, License Agreement, of the ePermit Contract. While the entire software license agreement between the State and Accela, Inc., including the added language in Amendment 7, has been provided here for continuity and ease of use, a participating city or county is only bound by Sections 3.1, 3.2, and 4 as specified in this Agreement.

- | | |
|---|---|
| <p>1. Parties ACCELA
Accela, Inc.</p> <p>2633 Camino Ramon, Suite
120 Bishop Ranch 3
San Ramon, California
94583 Attention: Contracts
Administration T: 925.659.3200
F: 925.407.2722
e-Mail: contractsadrnin@accela.com</p> | <p>CUSTOMER
State of Oregon
Department of Consumer & Business
Services P.O. Box 14470
Salem, OR 97309
Attention: Building Codes
Division T: (503)378-4100 F:
(503)378-3989
e-Mail: chris.s.huntington@state.or.us</p> |
|---|---|

This License Agreement (“LA”) is intended for the exclusive benefit of the Parties; except as expressly stated herein, nothing will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this LA to Accela **no later than August 8, 2008**, this LA is effective as of the date of Customers signature ("Effective Date") and will continue until terminated as provided herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3 Intellectual Property

3.1 License The software products (“Software”) listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a perpetual, limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

3.1.1 The Software is provided for use only by Customer employees. For the purposes of subsections 3.1, 3.2 and Sections 4 of this LA, Customer means: i) the

individual Jurisdiction with respect to its use of the Software, provided that the licensing fee has been paid for such Jurisdiction, and ii) the State of Oregon acting by and through its Department of Consumer and Business Services with respect to its use of the Software.

- 3.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. For the purposes of this License Agreement, the Customer has unlimited use, per department, of any license covered by this agreement. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.
- 3.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. With exception of the Entity Relationship Diagram and any other documentation reasonably-designated and specifically-marked by Accela as trade secret information not for distribution, Customer may copy Accela's documentation for use by those persons described in section 3.1.1, supra, provided that such use is for business purposes not inconsistent with the terms and conditions of this Licensing Agreement. "Trade Secret" has the meaning set forth in ORS 192.501(2)
- 3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.6 Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (**ORS 30.260 through 30.300**), Customer is liable to Accela for any direct damages incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 3.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and in counties contiguous to Oregon with populations below 100,000. Customer may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

3.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Accela and Customer will execute an Intellectual Property Escrow Agreement within 30 days of Contract execution.

3.1.9 All rights not expressly granted to Customer are retained by Accela.

3.1.10 Customers are allowed unlimited use, per department, of software products listed in Exhibit A, for in-scope record type categories defined in Attachment 1 to this LA. In addition, each customer is allowed five (5) additional record types for activities that fall outside of the in-scope record type categories defined in Attachment 1 to this L.A., are delivered under the Building Department and are submitted to and approved by DCBS.

3.2 License Warranties

3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela expressly agrees to defend, indemnify, and hold Customer harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the Software, or the Customers use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that Customer shall provide Accela with prompt written notice of any infringement claim. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise; provided, however, Accela shall not settle any claim against the Customer with the consent of Customer.

3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela, with the exception of those products identified in Exhibit J. Accela provides no warranty whatsoever for any third-party hardware or software products.

3.2.3 Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A3.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment in an amount equal to two-thirds of one percent (.66%) per month (eight percent (8% per annum), on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer. All payments to Contractor are subject to ORS 293.462

4. Confidentiality

4.1 Confidentiality and Nondisclosure. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this LA, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information clearly marked confidential, or identified as confidential in a separate writing as confidential provided by one party or its employees or agents in the performance of this LA shall be deemed to be confidential information of the other party ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (b) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this LA; (c) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this LA; (d) is obtained from a source other than the discloser without the obligation of confidentiality, (e) is disclosed with the written consent of the disclosing party, or; (f) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.

4.2 The recipient of Confidential Information agrees to hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this LA or reasonably related thereto, including without limitation the use by Customer of Accela who need to access or use the System for any valid business purpose, and to advise each of its employees and Accela of their obligations to keep Confidential Information confidential.

- 4.3 Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this LA and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.

- 4.4 Each party agrees that, except as provided in this LA or directed by the other, it will not at any time during or after the term of this LA disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this LA each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.

- 4.5 Each party acknowledges that breach of this Article VIII, including disclosure of any Confidential Information will give rise to irreparable injury which is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.

- 4.6 Customers obligations under this Article VIII shall be subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505.

**Exhibit C
ePermitting Contract**

The epermitting contract is available, upon request, for the Jurisdiction to review.

**Exhibit D
Work Order Contract**

Under the terms and conditions of the ePermit System Agreement, DCBS has the ability to enter into a Work Order Contract for implementation services. Should implementation services be used for the implementation of a specific participating city or county, the provisions of that agreement will be provided here.

A Work Order Contract is not being used to implement this jurisdiction.

EXHIBIT E

IMPLEMENTATION

OREGON STANDARD MODEL

Oregon Standard Model (OSM), includes:

- Standard Model Permits (records) include:
 - Commercial Agricultural Equine
 - Commercial Alarm Suppression Systems
 - Commercial & Residential Deferred Submittal
 - Commercial & Residential Demolition
 - Commercial & Residential Electrical
 - Commercial & Residential Investigation
 - Commercial & Residential Mechanical
 - Commercial & Residential Phased
 - Commercial & Residential Plumbing
 - Commercial RV Park or Manufactured Home Park
 - Commercial & Residential Structural
 - Commercial & Residential Research
 - Inquiry
 - Post Disaster
 - Residential 1 & 2 Family Dwelling
 - Residential Manufactured Dwelling
- Standard Model Reports include:
 - Application About to Expire (List and Letters to Applicant and Owner)
 - Permit About to Expire ((List and Letters to Applicant and Owner)
 - Usage
 - Configuration Reports
 - Fee by Account (Summary & Detail)
 - Invoice
 - Out of Balance
 - Payments Applied
 - Payments Not Applied
 - Refunds Issued
 - Payments Received
 - Payments Summary
 - School Construction Excise Tax
 - Inspection Correction Notice
 - Inspection Summary
 - Inspections Assigned
 - Recent Inspection Activity
 - Monthly Permit Summary
 - Monthly Permits Issued
 - Monthly Permits Issued Valuation Report
 - State Surcharge

- State Surcharge Details
- Balance Due
- Building Application
- Building Permit
- Certificate of Occupancy
- Fee Estimate
- Fee by Record
- Phased Authorization to Begin Work
- Plan Review Checklist
- Temporary Certificate of Occupancy
- Work Authorization
- Receipt

Use of “Consistent Form and Fee Methodology”

Use of Elavon “Converge” payment processor with US Bank for internet credit card processing in Accela Citizen Access (ACA)

Use of On Site, Planning Tracking or Public Works module (optional)

Jurisdiction also has option to purchase the “OSM full planning module” for a one-time licensing cost, paid to Agency, of \$12,000.

Oregon Standard Model Implementation includes:

- Importing jurisdiction’s fee schedule into Accela
- Data conversion from jurisdiction’s database
 - ePermitting will provide documentation about how the data is to be formatted for loading
 - ePermitting will work with jurisdiction to map the data from existing permitting system to Accela
 - Jurisdiction is responsible for extracting data from existing system
- Address, Parcel, Owner Database Load
 - ePermitting will provide documentation about how data is to be formatted
 - Jurisdiction will provide files containing Address, Parcel, Owner reference data for loading into ePermitting database
- Interfaces to Jurisdiction Systems (optional)
 - Financial
 - ePermitting will provide files with specified fields for interfaces to jurisdiction’s on site systems
 - Jurisdiction will upload the files into their on site system
 - GIS
 - ESRI ArcGIS Server 10 or ESRI ArcGIS Server 10 sp 1
 - Future versions of Accela Software may require upgrades to ESRI software to maintain interface operability
- Training
 - ePermitting provides online training through its ePermitting Web site, several Live trainings will also be arranged through Go To Meeting.
 - Jurisdiction’s “super users” will train other jurisdictional employees
- Administrative Responsibilities

- State may provide limited training on administrative system administrative tools, allowing Jurisdiction to manage its users, fees, inspection calendars and email alerts; Jurisdiction may also write reports that can be run against the data warehouse.
- ePermitting reserves the right to turn off administrative tools and rights if Jurisdiction’s use of the tools is causing problems to the system or if Jurisdiction does not have a trained system administrator.
- Coordination with Accela
 - If Jurisdiction purchases other modules, such as Planning or Code Enforcement, directly from Accela and has them implemented by Accela, an independent contractor or by Jurisdiction staff, Jurisdiction must coordinate that implementation with ePermitting.
 - Coordination with ePermitting means including ePermitting staff in project management meetings with Jurisdiction and the party implementing the other modules.
- Third Party Jurisdictions
 - If Jurisdiction uses a third party building official and/or inspection agency, Jurisdiction shall run the third-party report provided with OSM and submit it with their program assumption Plans. ORS 455.148 (4).

IMPLEMENTATION OVERVIEW

The following list is a distilled version of the major tasks associated with an implementation of ePermitting. The tasks run concurrently and can take varying amounts of time, however, this is a look at the things that you will need to do as we proceed. Of this list, testing is the major responsibility that will take some time to complete. The more thoroughly you test the system before Go Live, the smoother the transition will be when you do start up with ePermitting.

Start Up

- Sign IGA
- Send “Contact Information” document and Logo
- Scan and send copies of permit applications
- Provide “Roles and Responsibilities” Document

Training

- Have “super users” complete all of the online training
- Assign targeted online training to specific staff

Finances

- Fill in the three financial documents:
 - General Accounting Practices
 - Settling & Balancing Procedures
 - Refunds
- Provide Project Manager with your fee information

- Test your fees that have been configured in the database
- If you are going to have a financial interface, you will need to identify which data you want to have uploaded to your financial database.
 - You will need an ftp site to which the financial data will be uploaded
 - You will need to test and approve the transfer of data through the ftp site and into your financial system
- Set up a Converge account 1-2 weeks before your Go Live date.

Addresses

- Work with APO specialist to determine the requirements for the address/parcel file that will be loaded into your ePermitting database
- Provide the address file to APO specialist
- Test the addresses that are loaded into your database
- Approve the addresses in your database

Configuration

- Provide User spreadsheet and Inspector profiles
- Test applications
- Test workflow
- Test inspections

Data Conversion

- Talk with Project Manager about data conversion
- Determine which permits are open
- Map data
- Fill in conversion tables
- Test the converted data
- Approve the converted data

GIS/Other System Interfaces (if desired)

- Provide Project Manager documentation on GIS/other system
- Work with Project Manager on setting up interface
- Test interface
- Approve interface

Reports

- Examine the existing reports
- If there are additional reports that you desire, discuss them with your Project Manager
- If additional reports are built, test and approve them

IVR

- Fill out Set Up document and return to Project Manager
- Test and approve IVR

Training Overview

Home Screen and Records Portlet

Training documents provided: Introduction of the online Desk Manual

- Orientation to Portlets – User, Quick Links, Alerts or My Tasks, Record List/Detail, My Navigation, and Reports
- Alerts portlet – incoming ACA
- Searching, sorting, CSV export, Quick Queries
- My Navigation vs Go To dropdown menu

Applications

Training documents provided: NONE

- Starting new records from the Back Office
- Four A's: APPO address/parcel/owner, ASI application specific information, Applicant, Automation of fees
- Printing an application

Fees

Training documents provided: NONE

- Adding and Invoicing fees – NEW fees DELETE vs. INVOICED fees VOID
- Invoiced fees and ACA
- Making payment and CASH payment types – best practice (payor, recording actual payment amount/change)
- Partial payment (applying monies) and Pay More function
- Printing/Emailing receipts – generating Invoice – reprinting from Documents

Workflow – Permit Lifecycle

Training documents provided: Accela Automated Email_7.3.1, Accela Automated Emails_SAMPLES

- Workflow statuses – advancing workflow, TSI task specific info, record status relationship
- Withdrawn vs Void
- Parallel tasks at Ready for Plan Review
- Automated emails notification from Workflow
- Supervisor function
- Auto-close of EMP at Final Inspection sign-off (optional)
- Workflow history – show where it's at, what's included

Special Record Types

Training documents provided: Deferred/Phased Training Notes, Generate Reports on Converted Records & Others

- Revision vs Additional Info Requested
- Deferred submittals
- Phased permitting
- Temp C of O
- C of O
- CSC Certificate of Satisfactory Completion
- Required elements for C of O – how to correct and rerun report

- Data Management
 - Training documents provided: Addressing Special Conditions*
 - Cloning vs Copying
 - Related records – at Intake, thru Cloning, after the fact
 - Sets – 3 ways to create – Sets portlet, Record List, Related Records
 - Conditions

- Reference Data
 - Training documents provided: People Reference Training, Adding and Maintaining APO records in Property Reference, Parcel Genealogy (no direct training provided, only for their reference)*
 - Reference vs Transactional – importance of making corrections and where, Synch to Reference option
 - People reference
 - APO reference – Inspection Districts, Parcel Attributes that should stop issuance

- “Day in the Life” walk-through
 - Training documents provided: NONE*
 - Alerts for Permit Techs and My Tasks for Inspectors/Plans Examiners

- Inspections
 - Training documents provided: Field Technology available for Accela*
 - Daily load and printing Inspection Slips
 - Assigning, reassigning, canceling, deleting if unnecessary for Final
 - Resulting – introduce options for resulting (back office, Inspector App, IVR)

- Reports
 - Training documents provided: NONE*
 - Demonstrate what reports are available – Financial, Stats, State Surcharge
 - Quick Queries – information only, not training (as time allows)
 - Ad-hoc – information only, not training (as time allows)

- Advanced Money
 - Training documents provided: Payment Processing Cases – Financial Training, Refunds in Accela Back Office, Accela Nightly Balancing, Valuation Requirements by Work_Record Type*
 - Change in valuation
 - Making fee changes – Voiding fees to Credit – adding/voiding fee items that impact State Surcharge – show Assess Fee History and Payment History
 - Exceptional payment types

- Financial batch file –reconciling exceptional payment types and transfers - account codes/GL and Agency financial process
- Cash Balancing

- SCHEDULE** - Contractor Training (in the field) – Coordinated and provided by Jerod Broadfoot at the Agency location
- SCHEDULE** - EDR (in the field) – Only if they elect to do electronic plan review – coordinated and provided by Jerod Broadfoot at the Agency location

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

**THE MATTER OF A DISCUSSION IN RELATION TO COUNCIL POLICY 18-1.04
STAFF REPORT:**

Exhibit A: Materials and Staff Report from the last meeting

ACTION: FOR DISCUSSION

THIS AGENDA BILL IS DESTINED FOR: Work Session Agenda – May 25, 2021

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

STAFF RECOMMENDATION:

Staff recommends the Council discuss the issue of ‘sleeping or loitering’ in public facilities.

BACKGROUND INFORMATION:

At the last Council Session, the City Council considered a change to Council Policy No. 18-1.04. That staff report and materials are attached in **Exhibit A**. Staff had previously had a conversation with our City Attorney, who had said that the line in the prohibited conduct policy stating ‘Sleeping or loitering in public spaces without prior written approval of the City Administrator or designee’, could be problematic to the City.

The City Council expressed some concern about changing this part of our policy, and asked staff to check back with the City Attorney in consideration of whether or not any appeals had been filed in relation to recent legislation and cases that had been reviewed by the 9th Circuit Court. Jim Brewer had just been in a virtual conference as in which they had discussed expressly Camping Ordinances, and House Bill 3115. That House Bill has passed the House vote and has now moved on to the Senate. (It requires a local government to adopt policies that are objectively reasonable in regulating when, where and how people can live **outdoors**.) While that doesn’t affect our policy of regulating sleeping inside a public facility, it is something that the City will be discussing in the future.

The City Attorney is reviewing our policy and will provide an opinion by the time of our meeting, about whether or not the City should be changing this policy, and what the ramifications might be if the City should choose to leave the policy as it is.

REVIEW AND APPROVAL:

Michele Eldridge Date
City Administrator

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF AMENDING COUNCIL POLICY 18-1.04 CODE OF CONDUCT IN PUBLIC BUILDINGS, BY APPROVING RESOLUTION NO. 1252

STAFF REPORT:

Exhibit A: Red-lined version of CP 18-1.04 Code of Conduct

Exhibit B: Resolution No. 1252

ACTION: MOTION TO APPROVE RESOLUTION NO. 1252, “A RESOLUTION AMENDING COUNCIL POLICY 18-1.04”

THIS AGENDA BILL IS DESTINED FOR: Agenda – May 11, 2021

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

STAFF RECOMMENDATION:

Staff recommends the Council approve Resolution No. 1252

BACKGROUND INFORMATION:

The City Council approved Council Policy No. 18-1.04 at a December meeting in 2018. The Boise decision was made in September of 2018, and Grants Pass was sued shortly thereafter, but we felt as a City that we were still justified in the Code of Conduct policy we adopted. Since then, 9th Circuit Court Decisions have started changing how homeless individuals are treated when sleeping in public spaces during daytime hours.

When reviewing Library Policy with the Library Board, it was pointed out to staff that under prohibited conduct, it listed ‘Sleeping or loitering in public spaces without prior written approval of the City Administrator or designee’. Staff agreed that we need to remove any elements in relation to sleeping in a public space, during regular daytime hours. We also removed loitering, because a person who is homeless could shelter from the weather in a location such as the Library. Staff contacted the City Attorney for his opinion in relation to this issue, as well as others in relation to the 132-acre park. He agreed that leaving this provision in the policy would be problematic for the City. While the last item of prohibited conduct includes the use of public restrooms in terms of ‘bathing, shaving, washing hair, and changing clothes’, could be questionable, he recommended leaving it for this time. Staff also felt justified in leaving this line in prohibited conduct because we do have other public restroom locations that are better

EXHIBIT A – PREVIOUS MEETING STAFF REPORT

locations for these purposes. Staff therefore recommends adopting these changes to the resolution.

Staff also suggests that the City Council discuss future issues in relation to homelessness and ‘urban camping’ at an upcoming work session, when there is more time to express opinions and research options available to the City.

REVIEW AND APPROVAL:

Michele Eldridge Date
City Administrator

May 11, 2021 STAFF REPORT

CITY OF HARRISBURG
COUNCIL POLICY MANUAL

POLICY AREA 1 – GENERAL

CP 18-1.04 Conduct by Public in City Buildings

Adopted: 12/11/18

1.04.010 Purpose

The purpose is to maintain a safe and pleasant environment, and an efficient operation of City business in City buildings – including Harrisburg City Hall, Library, and Justice Center. It also ensures the access for all citizens to City buildings, the safety of all users and staff, and the protection of the materials, resources, equipment and facilities.

1.04.020 Policy

It is the Council’s policy that members of the public adhere to the Harrisburg City Buildings Use Code of Conduct (**Exhibit 1**).

1.04.030 Procedure

City staff shall implement the Harrisburg City Buildings Use Code of Conduct and adhere to the guidelines provided therein (**Exhibit 1**).

1.04.040 Review and Update

This policy shall be reviewed every five years by the City Administrator, and updated as appropriate.

Approved on December 11, 2018 (see Resolution No. 1206)

EXHIBIT A - MAY 11 STAFF REPORT MATERIALS



Harrisburg City Buildings Use Code of Conduct

The purpose of this Citizen Code of Conduct is to maintain a safe and pleasant environment, and an efficient operation of City business in City buildings – including the Harrisburg City Hall, Library, and Justice Center. It also ensures the access for all citizens to City buildings, the safety of all users and staff, and the protection of the materials, resources, equipment and facilities.

Citizens have the responsibility to use the City buildings in a manner that:

- Does not interfere with the rights of other individuals to access or use City materials, resources and services;
- Does not limit the ability of City staff to effectively conduct City business; and
- Does not threaten the secure and comfortable environment of City facilities.

Prohibited conduct includes any illegal activity and includes, but is not limited to, the following:

- Willfully annoying, harassing, intimidating or threatening another person.
- Damaging a City building, furnishings or equipment or using furniture or equipment in a manner that could cause harm to self, others or personal or public property.
- Soliciting, campaigning, fundraising or selling, unless allowed pursuant to an executed rental agreement.
- Posting notices, posters or flyers unless on authorized bulletin boards.
- Behaving in a loud, boisterous, offensive, indecent or disruptive manner, using abusive or threatening language or gestures, fighting or threatening to fight, running, pushing, shoving or throwing things.
- Children under the age of 10 years of age must be accompanied at all times by a responsible individual who is at least 12 years old (*exceptions may be made at the discretion of City personnel if the responsible individual is in the building*). Responsibility for the safety and behavior of children while in a City building belongs to the parent or caregiver. The City staff will not act as babysitters and will assume no responsibility for children left unattended on City premises.
- Using a cell phone or other electronic device in a manner that is disruptive.
- Impeding access to the building or an area of the building or blocking passageways, doorways or aisles.
- Bringing animals into buildings, except service animals, without prior written approval of the City Administrator or designee.
- Leaving unattended personal items in the building. The City assumes no responsibility for lost, stolen, or unattended personal items. Items left longer than 5 minutes or suspicious packages, bags or materials that, in the opinion of staff, are a potential threat, may be removed from the premises without notice.
- Entering non-public areas unaccompanied by a staff member or without prior authorization from a staff member.
- Failing to exit the building at closing or not following directions from staff.
- Relocating or tampering with tables, chairs, equipment or other furniture without staff permission.
- Failing to wear appropriate clothing including footwear and shirts.
- ~~Sleeping or loitering in public spaces without prior written approval of the City Administrator or designee.~~
- Eating or drinking, unless as part of an approved program, meeting room event or in designated areas.
- Using public restrooms for bathing, shaving, washing hair, changing clothes or other activities without prior written approval from the City Administrator or designee.

Anyone whose actions are prohibited conduct may be asked to leave the City facility or they may be removed from the building by the Linn County Sheriff's Office. Serious or repeated violations of the rules may result in a person being excluded from the specific City building or buildings for a designated period of time. Exclusions may be appealed to the City Administrator.



Staff Guidelines: *(not to be posted - for staff reference only)*

4.

In most cases, persons who are behaving inappropriately in a City building will be given one warning and asked to behave in an appropriate manner. People who do not modify their behavior after one warning will be asked to leave the building for the rest of the day.

In the event of misconduct that is considered extreme by the City staff, the offender will be ordered to leave the building immediately or the Sheriff's Office will be called. If the Sheriff's Office is called the person may be excluded from the City building for a period of time. The excluded individual will be provided notice of the basis for and length of the exclusion in a form approved by the City Administrator and City Attorney.

Persons who behave inappropriately on a regular basis or who engage in unlawful activities while in City buildings may be excluded from the City building for a period of time, as well as face the possibility of legal charges. Sheriff's Office deputies will be responsible for excluding persons from buildings for any period of time beyond one day. Any person wishing to appeal an exclusion must submit a written appeal to the City Administrator within five days of being excluded. At the time staff exclude the person, staff will give them a written statement of their right to appeal to the City Administrator and the address where the appeal must be submitted.

Unattended Children

The City has the responsibility to provide a safe and comfortable environment for every citizen, including children. Children are expected to adhere to the same rules of conduct as adult patrons.

If an accompanying adult fails to notice or correct a child's violation, staff will inform the adult of the problem behavior. Disruptive children and accompanying adult, may be asked to leave the building after receiving a warning from the City staff. Unattended minor children will not be ordered out of a City building, but a reasonable attempt will be made to locate the responsible party. If no responsible party is found, the Sheriff's Office shall be called to take custody of the child.

Unattended children will not be taken from the City property by staff members. If the building is closing and children have not been picked up, a reasonable attempt will be made to locate the responsible party. If no responsible party is found, the Sheriff's Office shall be called to take custody of the child.

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF DISCUSSING RECREATIONAL IMMUNITY/ACCESS AND NEW SIGNS FOR THE 132-ACRE PARK

STAFF REPORT:

- Exhibit A: Partition Plat Copy of Park Area
- Exhibit B: Google Earth picture of park in 2021

ACTION: FOR DISCUSSION ONLY

THIS AGENDA BILL IS DESTINED FOR: Work Session Agenda – May 25, 2021

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

STAFF RECOMMENDATION:

Staff recommends the Council discuss whether the City should allow people to have access to the 132-acre Park.

BACKGROUND INFORMATION:

Since the City took possession of the 132-acre Park, we have not allowed the public to have ‘formal’ permission to access the park. No-trespassing signs are regularly vandalized or stolen. The City can’t physically lock the gate that is on the property, without paying for upgrades and changes to the gate area. This is also somewhat problematic because farmers need access to the fields through the road easement on the property, Southern Pacific sometimes needs access for maintenance purposes, and Knife River occasionally checks on the reclamation area around the southern ponds. Council can see the easements on the copy of the plat (**Exhibit A**) included with this report.

The City is aware, of course, that people are likely using the property. The City Administrator has asked for the deputies to regularly patrol the ponds since February; and LCSO staff do occasionally run people away from the property. We are especially watchful for anyone camping on the premises.

Mayor Duncan asked staff to look into this issue, because a recent visit to the property discovered at least one boat on the ponds, and a number of people who were on the property. He also asked staff to verify whether the reclamation efforts included the north ponds, as the slopes are steep, and are covered in blackberries.

Staff spoke with the City Attorney, who thought that instead of having a no-trespassing sign, that it might be better to simply have sign’s that state ‘Undeveloped and Unsupervised Area – Enter at Your Own Risk’. This would effectively signal to the public that this area is not maintained; recreational immunity would still apply. While it wouldn’t necessarily stop someone from suing the City for damages after hurting themselves, it would certainly be a better form of defense by showing that the City did the right thing by signing the property in this manner.

After reviewing the paperwork, Staff found that the reclamation of the north pond was completed years ago, and the City accepted the property and the completed reclamation area as it was. (Staff believes that the City does have the ability to have Knife River ‘fix’ the newer reclaimed area, if it was proved that they weren’t meeting their obligations during the reclamation period; that only applies to the southern ponds). Staff could see from overhead imagery (**Exhibit B**) that the west side of the pond is sloped, but the east side is indeed steep. In the future, we can decide what we’d like to do with this area in order to better protect the public. For now, having inhospitable blackberries, while not appealing, does have the action of barring people from getting too close to this area.

Staff was reviewing past materials from the League of Oregon Cities and City/County Insurance Services and found some best practices available for what to do with different amenities in parks areas. As a best practice, having a parks maintenance program, and knowing what items need to be upgraded/repaired, etc., is part of any discretionary immunity program that best protects the City. However, discretionary immunity doesn’t apply to an undeveloped park.

Staff copied the two lists below, because the 132-acre park has areas that can be used for hiking, as well as ponds. Both have signage suggestions that the City might want to consider adding in the future.

Hiking/Biking Trails

A best practice to have an inspection plan for improved trails. Consider partnering with a stakeholder group such as a hiking club or scout troop to provide inspections. Hikers should be warned of known hazards. *Unimproved hiking trails need not be inspected or maintained.* Having an inspection and maintenance plan approved by the elected officials provides a defense of discretionary immunity. Signage is a best practice (see below).

- Primitive trail beyond this point.
- Falls on this trail could result in serious injury or death.
- Stay on marked trail.
- Rough surface.
- Watch for falling rock.
- Oregon law (ORS 105) provides the owner of land is not liable for injury death or property damage that arises out of use of the land for recreational purposes (known as “recreational use immunity”).

Ponds

For natural ponds with no improvements, CIS recommends the member make no improvements. If known swimming or boating, a best practice is to post a sign (see below). If improvements have been made, the member must have an inspection and maintenance plan.

- Swim at your own risks — be warned of possible injury or death.
- Water is stagnant and not tested for hazardous conditions.
- No lifeguard present.
- Possible dangerous conditions.
- Oregon law (ORS 105) provides the owner of land is not liable for injury death or property damage that arises out of use of the land for recreational purposes (known as “recreational use immunity”).

Staff believes that we should not advertise that there is access to the parks, but technically, people aren’t barred from using it; just put on notice that they are using it at their own risk because it is undeveloped. A lot of the public really wants to use this area, and the City should consider whether or not the use of the park in this manner is an acceptable risk to the City.

Having LCSO and the Coburg Police department regularly patrolling this area is important to prevent camping in the area. Staff is also asking the Harrisburg Fire/Rescue District to start reviewing this area in relation to fire danger. If we start having warmer weather with a drought, we will likely need to post Do not Enter - Fire Danger signs. We could also consider whether we want to construct the improvements that would close off the park area if needed.

REVIEW AND APPROVAL:

Michele Eldridge Date
City Administrator

CS 26780

PARITITION PLAT NO. 20320-08

MORSE BROS. INC

A REPLAT OF PARCEL 2, PARTITION PLAT 2003-55 IN THE WILLIAM A. FORGAY D.L.C. NO. 44, NW 1/4 SEC. 22, T. 15 S., R. 4 W., W.M., CITY OF HARRISBURG, LINN COUNTY, OREGON

NOTICE FILE PD-19-0250
DECEMBER 12, 2019

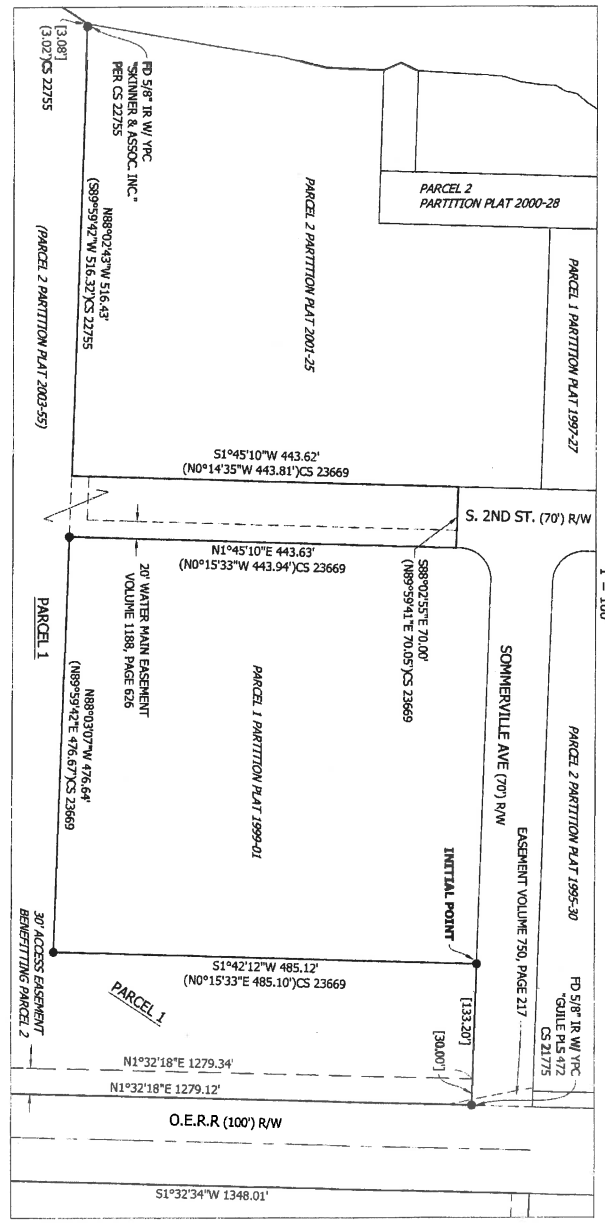
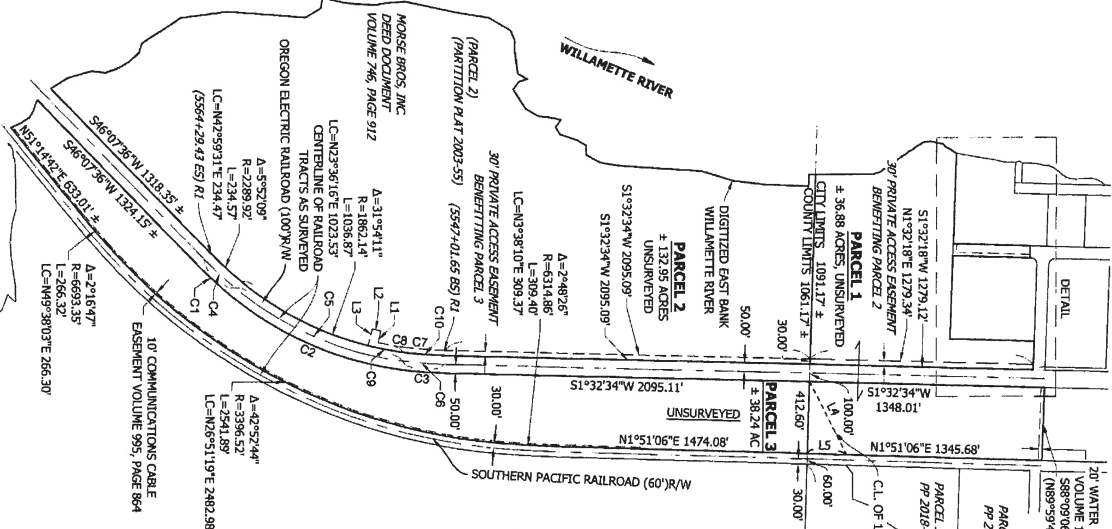
EASEMENT NOTES:

- FOR DETAILS REGARDING ACCESS EASEMENT BENNETTING PARCEL 2, SEE EXHIBIT 2 OF "SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY" BETWEEN MORSE BROS AND THE CITY OF HARRISBURG, DATED OCTOBER 16, 2007.
- FOR DETAILS REGARDING ACCESS EASEMENT BENNETTING PARCEL 3, SEE EXHIBIT 3 OF "SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY" BETWEEN MORSE BROS AND THE CITY OF HARRISBURG, DATED OCTOBER 16, 2007.
- FOR DETAILS REGARDING PEDESTRIAN AND BIKE EASEMENT TO THE CITY OF HARRISBURG BENNETTING (PARCEL 2) SEE EXHIBIT 4 OF "SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY" BETWEEN MORSE BROS AND THE CITY OF HARRISBURG, DATED OCTOBER 16, 2007.

LEGEND:

- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "SKINNER & ASSOC. INC." PER CS 2375 FLUSH OR AS NOTED
- () DATA OF RECORD
- [] CALCULATED DATA
- CENTRALINE
- CS COUNTY SURVEY
- D.L.C DONATION LAND CLAIM
- FD FOUND
- RL LINN COUNTY RAILROAD MAP 21-155-04W
- RRI OREGON STATE RAILWAY CO., 1155-84W, S21 PAGE 76
- PP PARTITION PLAT
- TR IRON ROD
- W/YRC WITH YELLOW PLASTIC CAP

REFERENCE SURVEYS: CS 2275 (PARTITION PLAT 1999-01), CS 2369 (PARTITION PLAT 2003-55), CS 2275 (PARTITION PLAT 2000-29), CS 2175, CS 23016, CS 23982.



CURVE TABLE


#	DELTA/BEARING	LENGTH	RADIUS	CHORD
C1	S93°02'	245.43'	2389.92'	N42° 59' 20"E 245.32'
C2	S1°55'07"	1093.08'	1862.14'	N23° 36' 34"E 1079.00'
C3	S92°19'	245.29'	2327.37'	N04° 31' 58"E 245.17'
C4	S92°36'	240.00'	2339.92'	S42° 59' 28"W 239.89'
C5	S1°54'40"	1064.86'	1912.14'	S23° 36' 25"W 1051.26'
C6	S92°15'	240.00'	2277.61'	S04° 31' 55"W 239.89'

CURVE TABLE

#	DELTA/BEARING	LENGTH	RADIUS	CHORD
C7	S92°11'	231.55'	2197.85'	N04° 31' 52"E 231.45'
C8	S92°30'	151.88'	1832.14'	N10° 01' 40"E 151.84'
C9	S92°30'	207.19'	1862.14'	N10° 50' 25"E 207.09'
C10	S92°11'	234.71'	2222.85'	N04° 31' 52"E 234.60'

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	70.17	N7° 35' 51"W
L2	50.00	S12° 24' 09"W
L3	99.29	N75° 58' 20"W
L4	469.79	N63° 17' 01"E
L5	222.33	S01° 51' 06"W

I HEREBY CERTIFY THIS TO BE A TRUE AND FAITHFUL COPY OF THE ORIGINAL PLAT.

 ROBERT W. ATTER
 LICENSED PROFESSIONAL LAND SURVEYOR
 OREGON LICENSE #80442
 EXPIRES 12-31-2020

Udell ENGINEERING & LAND SURVEYING, LLC
 63 EAST ASH ST.
 LEBANON, OREGON 97355
 PH. (541) 451-5125
 FAX (541) 451-1366
 19-145 KNIFE RIVER BANK PL A



Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF APPROVING A PARADE PERMIT WITH TWO DIFFERENT ROUTES FOR THE OLD-FASHIONED 4TH OF JULY PARADE

STAFF REPORT:

- Exhibit A: City Parade Permit
- Exhibit B: ODOT Parade Permit & Route A
- Exhibit C: City Parade Permit & Route B

ACTION: MOTION TO APPROVE THE TWO PARADE ROUTES FOR THE 2021 OLD-FASHIONED 4TH OF JULY PARADE

THIS AGENDA BILL IS DESTINED FOR: Work Session Agenda – Date

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

STAFF RECOMMENDATION:

Staff recommends the City Council approve the Parade Permits for the Old-Fashioned 4th of July Parade

BACKGROUND INFORMATION:

The Harrisburg Festival and Events Association has submitted a parade permit application to hold the Old-Fashioned 4th of July Parade. As of mid-April, ODOT started allowing parades again, with the caveat that any parades would be required to follow the regulations of the Oregon Health Authority in terms of not allowing large congregations of people, and any other requirements as set by the State of Oregon during the pandemic.

While the HFEA has decided to hold a parade, they recognize that if the pandemic worsens, there is a possibility that the parade would not be allowed on the regular route that includes the highway. As such, the organization has submitted their application (**Exhibit A**) and is asking the City Council for approval of two different parade routes. Regardless of which parade route is used, the staging areas for both remain the same.

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

Noise:

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

Traffic:

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

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

Parade Route B is the alternate route. This route is again, staged in the school areas. The parade would start at 9th & Smith St., head north to Diamond Hill Rd, turn west to 7th St., south on 7th St. to Smith, west on Smith to 6th, south on 6th St., and then east on LaSalle and back to 9th and the staging areas. This route has both advantages and disadvantages. Permission from ODOT wouldn’t be needed, and the parade wouldn’t be going over any train tracks. It also allows for an additional 2,000 linear feet on the route. That’s helpful as there tends to be vehicles still in staging, and waiting to be in the parade when the beginning of the parade pulls back into the staging area. In addition, it frees up 3rd St., so that traffic stays flowing. There are also better work arounds for residents trying to get to areas that aren’t in the parade. There would be an option to detour local traffic at 9th & Diamond Hill, 7th & Diamond Hill, and at 6th & LaSalle. That last intersection always has the most upset people and is one where deputies are needed.

The HFEA, and most of the citizens they have listened to would prefer that the traditional route is used for the parade. If, for some reason, the HFEA would need to shift to Route B, they would go door to door along the new parade route to let people know of the different route. In addition, it is slightly more costly, because additional barricades and no-parking signs for the longer part of the parade would be needed, as

well as more people to help flag and stop people from going the wrong way. They would also have to set up detour signs on Diamond Hill at Powerline Rd, and at Territorial and Powerline Rd.

Trash and Debris:

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

Time and Duration:

As noted above, the parade is scheduled to begin at 11:00 am on July 4, 2021. It is anticipated that the parade will last no more than one and a half hours. Therefore, the parade permit issued by the City shall be from 10:00 am until 2:00 pm, on July 4, 2021 **(Condition 3)**.

Parade Route and Participation:

The applicant has submitted a two parade routes **(Exhibits A & B)**. The parade shall be limited to the route(s) approved by the City Council **(Condition 4)**. The applicant anticipates up to 1,500 parade participants. This number is consistent with prior years. The number of participants and parade route are acceptable.

CONDITIONS OF APPROVAL

1. Prior to the start of the parade, the applicant shall obtain and provide to the City a copy of the approved parade permit from the Oregon Department of Transportation. The applicant shall comply with all conditions of the ODOT permit, if Route A is allowed by the conditions as set forth by the Oregon Health Authority. Regardless of whether Route A or Route B is used, the HFEA will keep the City Council informed, as well as the public, through the use of newsletters, and social media.
2. The applicant shall be responsible to remove any trash or debris on the City street or sidewalks generated by the parade and its participants.
3. The parade shall be held on July 4, 2021, between the hours of 10:00 am and 2:00 pm.
4. The parade shall be limited to either route as approved by the City Council.

REVIEW AND APPROVAL:

Michele Eldridge Date _____
City Administrator



Harrisburg Parade Permit Application

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

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

Applicant: Harrisburg Festival and Events Association

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

Address: PO Box 178

Email & Phone: meldridge@ci.harrisburg.or.us 541-995-6655

Type of Parade: Old Fashioned 4th of July Parade

Date: July 4, 2021

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

Route:

X Route 1: Please provide a map of the proposed route. The staging and dispersal points should be included, as well as the location of any Linn County Deputies if required by ODOT.

X Route 2: Please provide a map of the proposed route. The staging and dispersal points should be included, as well as the location of any Linn County Deputies if required by ODOT.

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

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

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

- I have applied for the Parade permit from ODOT. Please provide a copy of the ODOT application with this parade permit application.
- I have received the approved permit from ODOT, and will supply a copy to the City with this application.

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

Rail Safety Procedures

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

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

Obtain an event code: **2021-05-19-162LCW**

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

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

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

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

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

We highly encourage you to find general rail safety information on-line at www.oli.org.

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

Signature

Date

HMC 10-05-270 – 10.05.300

10.05.270 Parade permit.

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

10.05.280 Issuance or denial of permit.

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

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

10.05.290 Parade offenses.

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

10.05.300 Permit revocable.

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



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

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

6.

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

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

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

DESCRIPTION OF DESIRED USE
4th of July Parade, July 4, 2021 11:00am to 12:30pm

SPECIAL PROVISIONS (FOR ODOT USE ONLY)

TRAFFIC CONTROL REQUIRED YES [OAR 734-055-0025(6)] NO

OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED YES [OAR 734-055-0100(2)] NO [OAR 734-055-0100(1)]

◆ **AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE _____ AT PHONE NO.: _____ OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: _____ SPECIFY TIME AND DATE WORK IS TO OCCUR.**

◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.

◆ **ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987. CALL BEFORE YOU DIG 1-800-332-2344**

COMMENTS (FOR ODOT USE ONLY)

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

LOCAL GOVERNMENT OFFICIAL SIGNATURE		TITLE PW Director	DATE 05.19.21
<input checked="" type="checkbox"/> APPLICANT SIGNATURE 	APPLICATION DATE 05.19.21	TITLE City Administrator	TELEPHONE NO. 541-995-2200
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.			DISTRICT MANAGER OR REPRESENTATIVE <input checked="" type="checkbox"/>
			APPROVAL DATE

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

(Rev) May 2003

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

WORKSITE

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

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

TRAFFIC

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

DRAINAGE

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

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

EXCAVATION/CONSTRUCTION

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

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

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

Miscellaneous:

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

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

SPECIAL PROVISIONS for UTILITY AND MISCELLANEOUS PERMITS

SPECIAL PROVISIONS SUPERSEDE GENERAL PROVISIONS

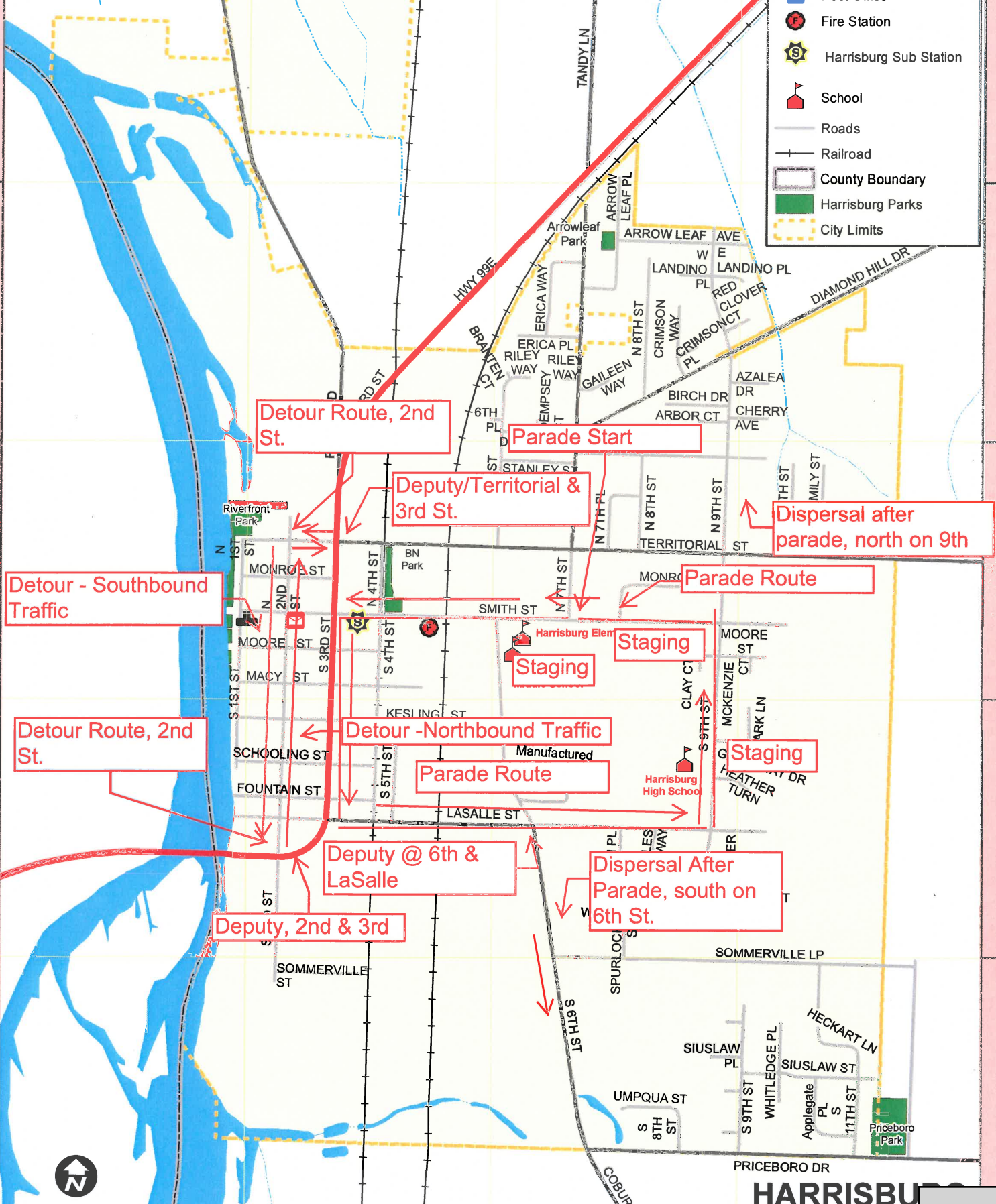
- √1. THE SCOPE OF THIS PERMIT IS TO ALLOW DETOUR AND TRAFFIC CONTROL DURING AN EVENT, SEE PAGE 1 OF 2.
- √2. ANY DAMAGE TO ODOT RIGHT OF WAY SHALL BE RESTORED TO THAT CONDITION PRIOR TO EVENT AND TO SATISFACTION OF ODOT REPRESENTATIVE.
- √3. THE APPLICANT IS RESPONSIBLE FOR FURNISHING COMPLETE TRAFFIC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

EXHIBIT A - ROUTE 1

0 295 590 Feet

Legend

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



Detour Route, 2nd St.

Parade Start

Deputy/Territorial & 3rd St.

Dispersal after parade, north on 9th

Detour - Southbound Traffic

Parade Route

Staging

Staging

Detour Route, 2nd St.

Detour -Northbound Traffic

Parade Route

Staging

Deputy @ 6th & LaSalle

Dispersal After Parade, south on 6th St.

Deputy, 2nd & 3rd

0 295 590 Feet

EXHIBIT B - ROUTE 2

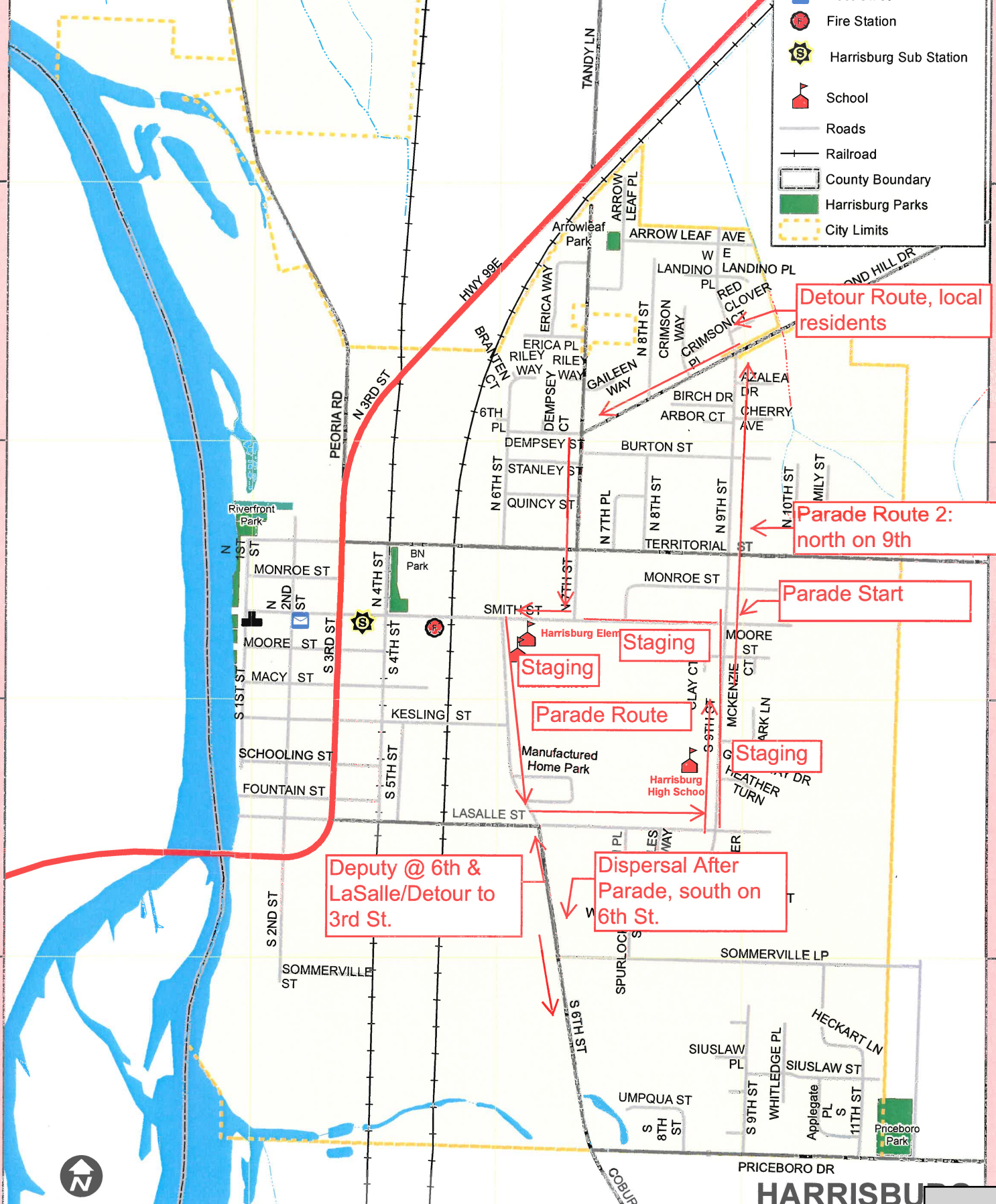
Legend

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

1
2
3
4
5

1
2
3
4
5

A B C D



Detour Route, local residents

Parade Route 2: north on 9th

Parade Start

Staging

Parade Route

Staging

Deputy @ 6th & LaSalle/Detour to 3rd St.

Dispersal After Parade, south on 6th St.

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF APPROVING THE 3RD QUARTER 2020/2021 EXPENSE REPORT

STAFF REPORT:

Exhibit A: 3rd Quarter Expense Report Ending March 31, 2021

ACTION: MOTION TO APPROVE THE 3RD QUARTER 2020/2021 EXPENSE REPORT.

THIS AGENDA BILL IS DESTINED FOR: Work Session Agenda – May 25, 2021

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

STAFF RECOMMENDATION:

Staff recommend Council reviews and approves the 3rd Quarter 2020/2021 Expense Report.

BACKGROUND INFORMATION:

The City’s Finance Officer has prepared the 3rd Quarter 2020/2021 Expense Report for review by the City Council. The report shows all revenues and expenditures for the 3rd quarter for fiscal year 2020/2021. The Council should review the document and raise any questions or concerns they may have to city staff. **Be aware that these numbers could change after fiscal year 2020-2021 is audited due to any auditor adjustments or reclassifications.**

REVIEW AND APPROVAL:

Michele Eldridge Date
City Administrator

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

GENERAL FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	860,228.14	860,288.44	682,300.00	(177,988.44)	126.09%
TAXES	22,578.01	639,957.32	609,451.00	(30,506.32)	105.01%
FRANCHISE FEES	111,955.31	226,682.85	340,380.00	113,697.15	66.60%
LICENSES AND PERMITS	20,371.32	54,007.92	66,500.00	12,492.08	81.21%
INTERGOVERNMENTAL REVENUE	46,118.35	189,726.45	152,800.00	(36,926.45)	124.17%
FINES AND FORFEITURES	10,439.52	34,459.54	30,100.00	(4,359.54)	114.48%
INVESTMENT REVENUE	814.43	2,967.28	19,000.00	16,032.72	15.62%
MISCELLANEOUS REVENUE	3,298.17	9,347.30	6,750.00	(2,597.30)	138.48%
TOTAL FUND REVENUE	1,075,803.25	2,017,437.10	1,907,281.00	(110,156.10)	105.78%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PERSONNEL	102,922.54	327,047.03	498,019.00	170,971.97	65.67%
MATERIALS & SERVICE	118,603.99	436,542.58	718,473.00	281,930.42	60.76%
CAPITAL OUTLAY	7,580.00	15,030.00	40,000.00	24,970.00	37.58%
SPECIAL PAYMENTS	0.00	15,000.00	15,000.00	0.00	100.00%
TRANSFERS OUT	57,999.99	208,999.97	267,000.00	58,000.03	78.28%
CONTINGENCY	0.00	0.00	166,428.00	166,428.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	202,361.00	202,361.00	0.00%
TOTAL FUND EXPENDITURES	287,106.52	1,002,619.58	1,907,281.00	904,661.42	52.57%
NET REVENUES OVER EXPENDITURES	788,696.73	1,014,817.52	1,907,281.00	892,463.48	53.21%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

STREET FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	948,497.53	948,497.53	567,000.00	(381,497.53)	167.28%
TAXES & ASSESSMENTS	232.73	450.14	436.00	(14.14)	103.24%
INTERGOVERNMENTAL REVENUE	70,655.85	191,294.33	806,000.00	614,705.67	23.73%
INVESTMENT REVENUE	707.27	2,576.84	16,500.00	13,923.16	15.62%
MISCELLANEOUS REVENUE	100.00	300.00	200.00	(100.00)	150.00%
TRANSFERS IN	42,499.98	127,499.94	170,000.00	42,500.06	75.00%

TOTAL FUND REVENUE 1,062,693.36 1,270,618.78 1,560,136.00 289,517.22 81.44%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PERSONNEL	9,544.50	31,348.60	44,731.00	13,382.40	70.08%
MATERIALS & SERVICE	10,939.96	43,840.62	89,100.00	45,259.38	49.20%
CAPITAL OUTLAY	293,688.16	393,180.30	1,226,000.00	832,819.70	32.07%
TRANSFERS OUT	5,000.01	15,000.03	20,000.00	4,999.97	75.00%
CONTINGENCY	0.00	0.00	78,007.00	78,007.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	102,298.00	102,298.00	0.00%

TOTAL FUND EXPENDITURES 319,172.63 483,369.55 1,560,136.00 1,076,766.45 30.98%

NET REVENUES OVER EXPENDITURES 743,520.73 787,249.23 1,560,136.00 772,886.77 50.46%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

BIKE FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	37,863.36	37,863.36	38,000.00	136.64	99.64%
TAX REVENUE	713.70	1,932.26	2,500.00	567.74	77.29%
INVESTMENT REVENUE	30.01	109.32	700.00	590.68	15.62%
TOTAL FUND REVENUE	38,607.07	39,904.94	41,200.00	1,295.06	96.86%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	0.00	41,200.00	41,200.00	0.00%
TOTAL FUND EXPENDITURES	0.00	0.00	41,200.00	41,200.00	0.00%
NET REVENUES OVER EXPENDITURES	38,607.07	39,904.94	41,200.00	1,295.06	96.86%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

COMMUNITY AND ECONOMIC DEVELOPMENT FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	215,608.64	215,608.64	196,100.00	(19,508.64)	109.95%
INVESTMENT REVENUE	235.76	858.95	5,500.00	4,641.05	15.62%
MISCELLANEOUS REVENUE	(135.00)	8,312.00	8,500.00	188.00	97.79%
TOTAL FUND REVENUE	215,709.40	224,779.59	210,100.00	4,829.05	106.99%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
MATERIALS & SERVICE	0.00	5,076.96	61,355.00	56,278.04	8.27%
CAPITAL OUTLAY	0.00	0.00	148,745.00	148,745.00	0.00%
TOTAL FUND EXPENDITURES	0.00	5,076.96	210,100.00	205,023.04	2.42%
NET REVENUES OVER EXPENDITURES	215,709.40	219,702.63	210,100.00	(9,602.63)	104.57%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

LIBRARY FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	66,585.55	66,585.55	52,400.00	(14,185.55)	127.07%
INVESTMENT REVENUE	51.44	187.41	1,200.00	1,012.59	15.62%
MISCELLANEOUS REVENUE	90.00	1,697.10	1,950.00	252.90	87.03%
TRANSFERS IN	20,499.99	61,499.97	82,000.00	20,500.03	75.00%
TOTAL FUND REVENUE	87,226.98	129,970.03	137,550.00	7,579.97	94.49%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PERSONNEL	10,963.39	39,230.97	58,933.00	19,702.03	66.57%
MATERIALS & SERVICE	6,513.63	16,393.20	25,300.00	8,906.80	64.80%
CAPITAL OUTLAY	727.05	1,499.05	5,000.00	3,500.95	29.98%
CONTINGENCY	0.00	0.00	6,878.00	6,878.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	41,439.00	41,439.00	0.00%
TOTAL FUND EXPENDITURES	18,204.07	57,123.22	137,550.00	80,426.78	41.53%
NET REVENUES OVER EXPENDITURES	69,022.91	72,846.81	137,550.00	64,703.19	52.96%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

STORM DRAIN FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	327,960.52	327,960.52	272,800.00	(55,160.52)	120.22%
STORM WATER ASSESSMENT REVENUES	16,667.95	44,791.93	65,000.00	20,208.07	68.91%
INVESTMENT REVENUE	278.62	1,015.13	6,500.00	5,484.87	15.62%
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00%

TOTAL FUND REVENUE 344,907.09 373,767.58 344,300.00 (29,467.58) 108.56%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
MATERIALS & SERVICE	3,242.56	7,599.09	20,000.00	12,400.91	38.00%
CAPITAL OUTLAY	0.00	82,889.32	324,300.00	241,410.68	25.56%
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00%

TOTAL FUND EXPENDITURES 3,242.56 90,488.41 344,300.00 253,811.59 26.28%

NET REVENUES OVER EXPENDITURES 341,664.53 283,279.17 344,300.00 61,020.83 82.28%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

DEBT SERVICES FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	100,243.71	100,243.71	88,370.00	(11,873.71)	113.44%
TAXES	13,954.23	410,847.53	404,450.00	(6,397.53)	101.58%
INVESTMENT REVENUE	214.33	780.88	5,000.00	4,219.12	15.62%
TOTAL FUND REVENUE	114,412.27	511,872.12	497,820.00	(14,052.12)	102.82%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PRINCIPLE	0.00	0.00	70,100.00	70,100.00	0.00%
INTEREST	0.00	166,130.25	332,350.00	166,219.75	49.99%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	95,370.00	95,370.00	0.00%
TOTAL FUND EXPENDITURES	0.00	166,130.25	497,820.00	331,689.75	33.37%
NET REVENUES OVER EXPENDITURES	114,412.27	345,741.87	497,820.00	152,078.13	69.45%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

OFFICE EQUIPMENT FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	7,715.20	7,715.20	5,580.00	0.00	138.27%
INVESTMENT REVENUE	17.15	62.48	400.00	337.52	15.62%
TRANSFERS IN	0.00	61,000.00	61,000.00	0.00	100.00%
TOTAL FUND REVENUE	7,732.35	68,777.68	66,980.00	337.52	102.68%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
MATERIALS & SERVICE	3,862.85	36,631.53	46,980.00	10,348.47	77.97%
CAPITAL OUTLAY	0.00	0.00	20,000.00	20,000.00	0.00%
TOTAL FUND EXPENDITURES	3,862.85	36,631.53	66,980.00	30,348.47	54.69%
NET REVENUES OVER EXPENDITURES	3,869.50	32,146.15	66,980.00	34,833.85	47.99%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

EQUIPMENT FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	215,615.12	215,615.12	214,300.00	(1,315.12)	100.61%
INVESTMENT REVENUE	192.89	702.78	4,500.00	3,797.22	15.62%
TRANSFERS IN	15,000.03	45,000.09	60,000.00	14,999.91	75.00%
TOTAL FUND REVENUE	230,808.04	261,317.99	278,800.00	17,482.01	93.73%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	16,293.42	23,226.83	278,800.00	255,573.17	8.33%
TOTAL FUND EXPENDITURES	16,293.42	23,226.83	278,800.00	255,573.17	8.33%
NET REVENUES OVER EXPENDITURES	214,514.62	238,091.16	278,800.00	40,708.84	85.40%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

WATER FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	8,434,161.29	8,434,161.29	8,240,000.00	(194,161.29)	102.36%
SERVICES REVENUE	136,273.27	414,869.88	586,000.00	171,130.12	70.80%
INVESTMENT REVENUE	17,537.64	68,911.53	125,000.00	56,088.47	55.13%
MISCELLANEOUS REVENUE	5,005.00	14,505.00	13,350.00	(1,155.00)	108.65%

TOTAL FUND REVENUE 8,592,977.20 8,932,447.70 8,964,350.00 31,902.30 99.64%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PERSONNEL SERVICES	99,516.85	319,724.84	446,686.00	126,961.16	71.58%
MATERIALS & SERVICE	24,972.33	103,477.35	254,786.00	151,308.65	40.61%
CAPITAL OUTLAY	672,760.82	1,591,890.12	7,842,500.00	6,250,609.88	20.30%
DEBT SERVICES	0.00	0.00	0.00	0.00	0.00%
TRANSFERS OUT	7,500.00	35,500.00	43,000.00	7,500.00	82.56%
CONTINGENCY	0.00	0.00	57,093.00	57,093.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	320,285.00	320,285.00	0.00%

TOTAL FUND EXPENDITURES 804,750.00 2,050,592.31 8,964,350.00 6,913,757.69 22.87%

NET REVENUES OVER EXPENDITURES 7,788,227.20 6,881,855.39 8,964,350.00 2,082,494.61 76.77%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

SEWER FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	426,147.07	426,147.07	325,700.00	(100,447.07)	130.84%
SERVICES REVENUE	206,959.34	546,142.67	735,450.00	189,307.33	74.26%
INVESTMENT REVENUE	853.61	3,137.41	12,500.00	9,362.59	25.10%
MISCELLANEOUS REVENUE	0.00	6,432.00	6,532.00	100.00	98.47%

TOTAL FUND REVENUE 633,960.02 981,859.15 1,080,182.00 98,322.85 90.90%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PERSONNEL SERVICES	99,504.72	319,734.40	454,686.00	134,951.60	70.32%
MATERIALS & SERVICE	60,981.04	137,066.86	244,936.00	107,869.14	55.96%
CAPITAL OUTLAY	18,564.00	34,038.29	70,000.00	35,961.71	48.63%
DEBT SERVICES	0.00	37,725.54	120,500.00	82,774.46	31.31%
TRANSFERS OUT	7,500.00	35,500.00	43,000.00	7,500.00	82.56%
CONTINGENCY	0.00	0.00	54,009.00	54,009.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	93,051.00	93,051.00	0.00%

TOTAL FUND EXPENDITURES 186,549.76 564,065.09 1,080,182.00 516,116.91 52.22%

NET REVENUES OVER EXPENDITURES 447,410.26 417,794.06 1,080,182.00 662,387.94 38.68%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

WATER RESERVE FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	231,544.85	231,544.85	282,600.00	51,055.15	81.93%
INVESTMENT REVENUE	214.33	780.88	5,000.00	4,219.12	15.62%
TRANSFERS IN	0.00	0.00	0.00	0.00	0.00%
TOTAL FUND REVENUE	231,759.18	232,325.73	287,600.00	55,274.27	80.78%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	0.00	287,600.00	287,600.00	0.00%
TOTAL FUND EXPENDITURES	0.00	0.00	287,600.00	287,600.00	0.00%
NET REVENUES OVER EXPENDITURES	231,759.18	232,325.73	287,600.00	55,274.27	80.78%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

SEWER RESERVE FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	752,267.08	752,267.08	735,400.00	(16,867.08)	102.29%
INVESTMENT REVENUE	214.33	780.88	5,000.00	4,219.12	15.62%
LOAN REPAYMENT FROM WATER FUND	0.00	0.00	0.00	0.00	0.00%
TRANSFERS IN	0.00	0.00	0.00	0.00	0.00%

TOTAL FUND REVENUE	752,481.41	753,047.96	740,400.00	(12,647.96)	101.71%
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**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	47,606.70	80,505.81	740,400.00	659,894.19	10.87%

TOTAL FUND EXPENDITURES	47,606.70	80,505.81	740,400.00	659,894.19	10.87%
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NET REVENUES OVER EXPENDITURES	704,874.71	672,542.15	740,400.00	67,857.85	90.83%
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**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

TRANSPORTATION SDC FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	356,404.89	356,404.89	349,300.00	(7,104.89)	102.03%
ASSESSMENTS	5,787.34	14,922.34	9,135.00	(5,787.34)	163.35%
INVESTMENT REVENUE	321.48	1,171.29	7,500.00	6,328.71	15.62%
TOTAL FUND REVENUE	362,513.71	372,498.52	365,935.00	(6,563.52)	101.79%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	24,866.15	365,935.00	341,068.85	6.80%
TOTAL FUND EXPENDITURES	0.00	24,866.15	365,935.00	341,068.85	6.80%
NET REVENUES OVER EXPENDITURES	362,513.71	347,632.37	365,935.00	18,302.63	95.00%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

PARKS SDC FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	234,699.74	234,699.74	207,200.00	(27,499.74)	113.27%
ASSESSMENTS	1,800.00	7,200.00	5,400.00	(1,800.00)	133.33%
INVESTMENT REVENUE	235.76	858.95	5,500.00	4,641.05	15.62%
TOTAL FUND REVENUE	236,735.50	242,758.69	218,100.00	(24,658.69)	111.31%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	0.00	218,100.00	218,100.00	0.00%
UNAPPROPRIATED FUND BALANCE	0.00	0.00	0.00	0.00	0.00%
TOTAL FUND EXPENDITURES	0.00	0.00	218,100.00	218,100.00	0.00%
NET REVENUES OVER EXPENDITURES	236,735.50	242,758.69	218,100.00	(24,658.69)	111.31%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

STORM DRAIN SDC FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	105,723.43	105,723.43	67,800.00	(37,923.43)	155.93%
ASSESSMENTS	(3,037.19)	(1,687.19)	1,350.00	3,037.19	-124.98%
INVESTMENT REVENUE	85.73	312.35	2,000.00	1,687.65	15.62%
TOTAL FUND REVENUE	102,771.97	104,348.59	71,150.00	(33,198.59)	146.66%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	0.00	71,150.00	71,150.00	0.00%
TOTAL FUND EXPENDITURES	0.00	0.00	71,150.00	71,150.00	0.00%
NET REVENUES OVER EXPENDITURES	102,771.97	104,348.59	71,150.00	(33,198.59)	146.66%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

WATER SDC FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	305,977.60	305,977.60	255,700.00	(50,277.60)	119.66%
ASSESSMENTS	(1.00)	12,665.00	12,666.00	1.00	99.99%
INVESTMENT REVENUE	214.33	780.88	5,000.00	4,219.12	15.62%
TOTAL FUND REVENUE	306,190.93	319,423.48	273,366.00	(46,057.48)	116.85%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	0.00	273,366.00	273,366.00	0.00%
TOTAL FUND EXPENDITURES	0.00	0.00	273,366.00	273,366.00	0.00%
NET REVENUES OVER EXPENDITURES	306,190.93	319,423.48	273,366.00	(46,057.48)	116.85%

**CITY OF HARRISBURG
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING March 31, 2021**

SEWER SDC FUND

REVENUES (RESOURCES)

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PERCENTAGE
BEGINNING FUND BALANCE	808,341.10	808,341.10	766,700.00	(41,641.10)	105.43%
ASSESSMENTS	0.00	10,770.00	10,770.00	0.00	100.00%
INVESTMENT REVENUE	642.97	2,342.58	15,000.00	12,657.42	15.62%
TOTAL FUND REVENUE	808,984.07	821,453.68	792,470.00	(28,983.68)	103.66%

**EXPENDITURES
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	0.00	792,470.00	792,470.00	0.00%
TOTAL FUND EXPENDITURES	0.00	0.00	792,470.00	792,470.00	0.00%
NET REVENUES OVER EXPENDITURES	808,984.07	821,453.68	792,470.00	(28,983.68)	103.66%