



City Council Business Meeting Agenda  
July 25, 2023  
6:30 PM

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Mayor: Robert Duncan  
Council President: Mike Caughey  
Councilors: Kimberly Downey, Robert Boese, Randy Klemm, Charlotte Thomas and Vacancy  
Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

**PUBLIC NOTICES:**

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

**CALL TO ORDER AND ROLL CALL** by Mayor, Robert Duncan

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

**1. THE MATTER OF ADMINISTERING OATH OF OFFICE FOR CINDY KNOX WITH A TERM ENDING DECEMBER 31, 2026**

Exhibits: None

**ACTION: NO ACTION**

**LCSO REPORT**

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

**STAFF REPORT:**

Exhibit A: LCSO City Report June 2023

**ACTION: DISCUSSION ONLY**

**3. THE MATTER OF REVIEWING THE 2ND QUARTER CRIME RESULTS FOR THE CITY OF HARRISBURG**

**STAFF REPORT:**

Exhibit A: Harrisburg Crime Comparison 2nd Quarter

Exhibit B: LCSO Contract Cities Report for 2nd Quarter

**ACTION: NO ACTION. INFORMATION ONLY**

**COBURG POLICE TRAFFIC ENFORCEMENT REPORT**

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

**STAFF REPORT:**

Exhibit A: Coburg 2023 2nd Quarter Stats Report

**ACTION: DISCUSSION ONLY**

**ORDINANCES**

**5. THE MATTER OF APPROVING ORDINANCE 998, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 18.50.150(3)”**

**STAFF REPORT:**

Exhibit A: Staff Report from June 25, 2023

Exhibit B: Ordinance No. 998

**ACTION: MOTION TO APPROVE ORDINANCE 998, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 18.50.150(3)”**

**NEW BUSINESS**

**6. THE MATTER OF APPROVING THE 3RD & 4TH QUARTER 2022/2023 EXPENSE REPORTS**

**STAFF REPORT:**

Exhibit A: 3rd Quarter Expense Report Ending March 31, 2023

Exhibit B: 4th Quarter Expense Report Ending June 30, 2023

**ACTION: MOTION TO APPROVE THE 3RD AND 4TH QUARTER 2022/2023 EXPENSE REPORTS**

**CONSENT LIST:** Consent list materials are included in the Council Packet. Approval of items on the consent list will be enacted in one motion. Any member of the public, or City Council, can ask for an item to be removed from the consent list for discussion during the ‘Other’ segment.

**7. THE MATTER OF APPROVING THE CONSENT LIST**

**STAFF REPORT:**

Exhibit A: Payment Approval Report for June 2023

Exhibit B: Appointment of Kristi Prozialeck to the Library Board

Exhibit C: Out of State Travel for Michele Eldridge

Exhibit D: Municipal Court Collections Report June 2023

Exhibit E: Municipal Court Citation Report June 2023

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

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

- **The Payment Approval Report for June 2023**

- **Appointment of Kristi Prozialeck to the Library Board with a term ending June 30, 2027**
- **Out of State Travel for Michele Eldridge to attend the NW Economic Development Course in Lacey Washington**

**AN EXECUTIVE SESSION UNDER ORS 192.660(1)(2)(H) WILL NOW BE OPENED TO CONSULT WITH COUNSEL CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED**

- 8. THE MATTER OF APPROVING A 3-YEAR FRANCHISE AGREEMENT WITH BNSF FOR THE 4TH ST. - RAIL IMPROVEMENT PROJECT BY ADOPTING ORDINANCE NO. 999, “AN ORDINANCE RENEWING THE FRANCHISE OF THE BNSF RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, SUPERSEDING ORDINANCE NO.'S 798 AND 988, AND TO DECLARE AN EMERGENCY”**

**STAFF REPORT:**

Exhibit A: Staff Report of 05.09.23

Exhibit B: Draft Franchise Agreement

Exhibit C: MOU with BNSF

Exhibit D: Ordinance No. 999

**ACTION: MOTION TO APPROVE ORDINANCE NO. 999, “AN ORDINANCE RENEWING THE FRANCHISE OF THE BNSF RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, SUPERSEDING ORDINANCE NO'S 798 AND 988, AND TO DECLARE AN EMERGENCY”**

**ALL DECISIONS MUST BE MADE IN A PUBLIC SESSION FOLLOWING THE EXECUTIVE SESSION**

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

1. Eagle Park-Two more work parties left- Saturday August 19<sup>th</sup> and September 9<sup>th</sup>
2. National Night Out- Tuesday, August 1<sup>st</sup>
3. Harvest Festival 2023!

**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: LCSO City Report June 2023

**ACTION:                    DISCUSSION ONLY**

**THIS AGENDA BILL IS DESTINED FOR:** Work Session Agenda – July 25, 2023

<b>BUDGET IMPACT</b>		
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 Frambes will be providing the June 2023 (**EXHIBIT A**) Linn County Sheriff Office City Report this evening. Sergeant Steve Frambes 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 monthly.

Sergeant Frambes noted they have addressed the shortage of hours for the month of June and will resolve this in the near future.

**REVIEW AND APPROVAL:**

<i>Lori Ross</i>	07/17/2023
Lori Ross/ City Recorder	Date



# LINN COUNTY SHERIFF'S OFFICE

**Michelle Duncan, Sheriff**

1115 S.E. Jackson Street, Albany, OR 97322

Albany, OR. 97322

Phone: 541-967-3950

www.linnsheriff.org

## 2023

### MONTHLY REPORT TO THE CITY OF HARRISBURG FROM THE LINN COUNTY SHERIFF'S OFFICE

**FOR THE MONTH OF: JUNE**

<b>TRAFFIC CITATIONS: -----</b>	<b>12</b>
<b>TRAFFIC WARNINGS: -----</b>	<b>24</b>
<b>TRAFFIC CRASHES: -----</b>	<b>2</b>
<b>ARRESTS MADE: -----</b>	<b>0</b>
<b>COMPLAINTS/INCIDENTS INVESTIGATED:-----</b>	<b>201</b>

**TOTAL HOURS SPENT: HARRISBURG**  
**196.75 hrs.**

**CONTRACT HOURS= 275 HOURS**

**Michelle Duncan,  
Sheriff, Linn County**

**By: Sgt. Steven Frambes**



**MONTHLY BULLETIN OF DISPATCHED  
CALLS AND CASES  
FOR CONTRACT CITIES**

2.

This Report Encompasses: 6/ 1/23 to 6/30/23

Total Incidents This Month: **201**

**Incident Information:**

**Description**

CAD# 2023104422  
TIME: 6/1/2023 9:52:32AM  
CASE# CAD Only  
HBRG  
WARNING SPEEDING VIOLAT

TRAFFIC STOP Reported at Block of 500 S 6TH ST HBRG

FEMALE OPERATOR WARNED ABOUT SPEED

CAD# 2023104452  
TIME: 6/1/2023 10:19:02AM  
CASE# CAD Only  
HBRG  
CITE MOVING VIOLATION

TRAFFIC STOP Reported at Block of 500 LASALLE ST/S 6TH ST HBRG

CATALINO ALVAREZ-FAJARDO,30, WAS CITED FOR FAIL TO OBEY STOP SIGN

CAD# 2023104483  
TIME: 6/1/2023 10:48:09AM  
CASE# CAD Only  
HBRG  
WARNING SPEEDING VIOLAT

TRAFFIC STOP Reported at Block of 800 S 9TH ST HBRG

MALE OPERATOR WARNED FOR SPEED

CAD# 2023104545  
TIME: 6/1/2023 11:50:11AM  
CASE# CAD Only  
HBRG  
CITE AGGRESSIVE DRIVER

TRAFFIC STOP Reported at Block of 800 DIAMOND HILL DR HBRG

JOHN DODGE, 33, WAS CITED FOR 45 IN 25 ZONE.

CAD# 2023105066  
TIME: 6/2/2023 1:59:28AM  
CASE# CAD Only  
HBRG  
CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 200 N 3RD ST HBRG

Vehicle with a switched plate was found in a parking lot and the occupant sleeping inside was identified. The plate was removed from the vehicle and the occupant stated the vehicle would be towed within 12 hours.

**Incident Information:****Description**

2.

CAD# 2023105216  
 TIME: 6/2/2023 9:35:16AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DOMESTIC DISTURBANCE Reported at Block of 600 DEMPSEY ST HBRG

Deputy responded to a disturbance. Disturbance was verbal only with the parties separated.  
 Non criminal.

CAD# 2023105336  
 TIME: 6/2/2023 11:54:45AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 400 S 9TH ST HBRG

Deputy conducted follow up regarding a previous call.

CAD# 2023105394  
 TIME: 6/2/2023 1:05:27PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 400 S 9TH ST HBRG

Deputy observed intersection of LaSalle St and S 9th St for traffic violations.

CAD# 2023105496  
 TIME: 6/2/2023 2:43:05PM  
 CASE# CAD Only  
 HBRG  
 CITE NO INSURANCE

TRAFFIC STOP Reported at Block of 500 LASALLE ST/S 6TH ST HBRG

Jantzen Lycett, 39 of Harrisburg was issued a citation for Driving While Suspended-Violation and Driving Uninsured.

CAD# 2023105524  
 TIME: 6/2/2023 3:01:16PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRESPASS Reported at Block of 300 SMITH ST HBRG

Caller requested a check on a female using the bathroom of the Library to bathe herself. Caller then called LCSO back and requested no response.

CAD# 2023105531  
 TIME: 6/2/2023 3:10:34PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 500 SMITH ST HBRG

Deputy conducted speed enforcement during school pickup.



**Incident Information:****Description**

2.

CAD# 2023105568  
 TIME: 6/2/2023 3:53:55PM  
 CASE# CAD Only  
 HBRG  
 CITE SPEEDING VIOLATION

TRAFFIC STOP Reported at Block of 800 LASALLE ST/EAGLES WAY HBRG

Travis Ray, 35 of Harrisburg was issued a citation for Violation of the Posted Limit (1-10) in a school zone.

CAD# 2023105602  
 TIME: 6/2/2023 4:34:54PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS PERSON Reported at Block of 300 SMITH ST/N 4TH ST HBRG

Deputy spoke with two individuals at the park. Individuals were advised to make sure they cleaned up after themselves.

CAD# 2023105635  
 TIME: 6/2/2023 5:16:56PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 600 LASALLE ST HBRG

No Public Narrative.

CAD# 2023105658  
 TIME: 6/2/2023 5:36:36PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 400 TERRITORIAL ST HBRG

Operator warned for moving violation.

CAD# 2023105671  
 TIME: 6/2/2023 5:48:05PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 600 TERRITORIAL ST HBRG

Operator warned for moving violation.

CAD# 2023105711  
 TIME: 6/2/2023 7:00:46PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

NARCOTICS OFFENSE Reported at Block of 100 N 4TH ST/SMITH ST HBRG

Caller reports suspicious vehicle, and suspicious activity. Vehicle left area prior to Deputy arrival. Deputy arrives and preforms extra patrol in the area. No suspicious activity discovered.

**Incident Information:**

**Description**

CAD# 2023105758  
 TIME: 6/2/2023 8:31:25PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 400 S 9TH ST HBRG

Caller reports suspicious vehicle parked in front of the high school. The vehicle left the area prior to deputy arrival. Deputy preforms extra patrol around the high school, no suspicious activity discovered.

CAD# 2023105884  
 TIME: 6/2/2023 11:43:26PM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 200 SMITH ST HBRG

No Public Narrative.

CAD# 2023105999  
 TIME: 6/3/2023 3:21:47AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

ALARM LAW ONLY Reported at Block of 100 S 2ND ST HBRG

Commercial alarm. Deputy checked business and found it secure.

CAD# 2023106006  
 TIME: 6/3/2023 4:09:43AM  
 CASE# CAD Only  
 HBRG  
 HARRISBURG

SUSPICIOUS VEHICLE Reported at Block of 200 N 3RD ST HBRG

Suspicious vehicles. Deputy checked on two males with two vehicles. One of the vehicles broke down and they were working on the other.

CAD# 2023106045  
 TIME: 6/3/2023 7:37:22AM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 500 TERRITORIAL ST HBRG

Operator warned for moving violation.

CAD# 2023106124  
 TIME: 6/3/2023 10:08:59AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS PERSON Reported at Block of 400 S 9TH ST HBRG

Deputy informed two individuals walking their dog on the baseball field that pets are not allowed on the field. Individuals understood and left.

**Incident Information:****Description**

2.

CAD# 2023106128  
 TIME: 6/3/2023 10:18:10AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 800 S 8TH PL HBRG

Deputy checked on vehicle seen parked with headlights on. Homeowner was warming up the vehicle. Nothing suspicious.

CAD# 2023106138  
 TIME: 6/3/2023 10:30:51AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted extra patrol at Eagle Park. Many people fishing and recreating.

CAD# 2023106142  
 TIME: 6/3/2023 10:35:32AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 900 S 2ND ST HBRG

Deputy spoke with two individuals in Eagle Park. Nothing suspicious

CAD# 2023106170  
 TIME: 6/3/2023 11:02:05AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

ASSIST OTHER AGENCY Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy provided information to another agency about one of their recent cases.

CAD# 2023106359  
 TIME: 6/3/2023 2:59:20PM  
 CASE# CAD Only  
 HBRG  
 WARNING SPEEDING VIOLAT

TRAFFIC STOP Reported at Block of 600 DEMPSEY ST/N 7TH ST HBRG

Operator warned for speed violation.

CAD# 2023106386  
 TIME: 6/3/2023 3:37:40PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy located a vehicle parked on private property beyond the city park. Vehicle owners were asked to move along and off private property.

**Incident Information:****Description**

2.

CAD# 2023106470  
 TIME: 6/3/2023 5:36:41PM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 400 TERRITORIAL ST HBRG

CAD# 2023106554  
 TIME: 6/3/2023 7:14:22PM  
 CASE# CAD Only  
 HBRG

911 HANG UP CALL Reported at Block of 100 S 2ND ST HBRG

No Public Narrative.

CAD# 2023106636  
 TIME: 6/3/2023 9:09:01PM  
 CASE# CAD Only  
 HBRG

ALARM LAW ONLY Reported at Block of 100 SMITH ST HBRG

Deputy activated alarm while at city hall.

CAD# 2023106856  
 TIME: 6/4/2023 6:41:48AM  
 CASE# 2302173  
 HBRG  
 REPORT TAKEN

Report Filed. THEFT 1 AGGRAVATED - FROM BUILDINIG Reported At Block Of 800 SOMMERVILLE LOOP Occurred between 1800 hours on 5/3/2023 and 2000 hours on

Deputy investigated a theft where multiple household items and collectibles were stolen. Total value of all items is \$30,380.  
 Items were stolen from under the victim's bed, located within a tote.

CAD# 2023106909  
 TIME: 6/4/2023 9:18:10AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 600 DEMPSEY ST HBRG

Deputy attempted contact with an individual with a warrant. Individual was not there.

CAD# 2023106957  
 TIME: 6/4/2023 10:41:13AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

WELFARE CHECK Reported at Block of 200 N 3RD ST HBRG

Deputy helped an elderly female with memory loss get reunited with family.

**Incident Information:****Description**

2.

CAD# 2023107126  
 TIME: 6/4/2023 2:46:45PM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 300 N 7TH ST HBRG

CAD# 2023107239  
 TIME: 6/4/2023 5:11:43PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy patrolled Eagle Park. All was quiet.

CAD# 2023107253  
 TIME: 6/4/2023 5:35:03PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

LITTERING VIOLATION Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy investigated trash found on private property.

CAD# 2023107343  
 TIME: 6/4/2023 7:48:01PM  
 CASE# CAD Only  
 HBRG

NON 911 ISSUE Reported at Block of 500 KESLING ST HBRG

Accidental dial.

CAD# 2023107917  
 TIME: 6/5/2023 2:45:49PM  
 CASE# 2302194  
 HBRG  
 REPORT TAKEN

REPORT PENDING. Original Call Type: IDENTITY THEFT Reported At Block Of 400 N 6TH ST Occurred between 1445 hours on 6/5/2023 and 1445 hours on 6/5/2023 . Reported:

The caller stated someone in Texas opened a electric account in his name by using his SSN. He said he was able to prove he did not live in Texas and the collection company needs a case number to show he reported this to local LE.

CAD# 2023108213  
 TIME: 6/5/2023 9:52:43PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

**Incident Information:****Description**

2.

CAD# 2023108510  
 TIME: 6/6/2023 10:09:42AM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 400 TERRITORIAL ST HBRG

No Public Narrative.

CAD# 2023108651  
 TIME: 6/6/2023 1:13:04PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Extra patrol of Eagle Park, Nothing suspicions seen.

CAD# 2023108680  
 TIME: 6/6/2023 1:40:00PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 300 TERRITORIAL ST/N 4TH ST HBRG

Driver stopped for a moving violation. verbal warning issued.

CAD# 2023108708  
 TIME: 6/6/2023 2:07:58PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 1100 S 6TH ST/PRICEBORO DR HBRG

Operator warned for a moving violation.

CAD# 2023108799  
 TIME: 6/6/2023 3:53:45PM  
 CASE# CAD Only  
 HBRG  
 CITE MOVING VIOLATION

TRAFFIC STOP Reported at Block of 800 S 6TH ST/SOMMERVILLE LOOP HBRG

Gordon Lesina, 65, of Eugene was cited for failing to obey a traffic control device and warned for failing to carry proof of insurance.

CAD# 2023108926  
 TIME: 6/6/2023 6:09:44PM  
 CASE# CAD Only  
 HBRG  
 CITE EQUIPMENT VIOLATION

TRAFFIC STOP Reported at Block of 400 S 9TH ST HBRG

Operator cited for expired tags and warned for fail to register her vehicle.

**Incident Information:**

**Description**

CAD# 2023109019  
 TIME: 6/6/2023 7:57:16PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

WATER RESCUE Reported at Block of 100 N 1ST ST HBRG  


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 Harrisburg FD was able to get the female out of the water prior to Deputy arrival

CAD# 2023109128  
 TIME: 6/6/2023 10:29:33PM  
 CASE# CAD Only  
 HBRG

NEIGHBORHOOD WATCH Reported at Block of 100 SMITH ST HBRG  


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CAD# 2023109207  
 TIME: 6/7/2023 1:14:35AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

ASSIST OTHER AGENCY Reported at Block of 1000 S 6TH ST HBRG  


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 Assisted HFD with accessing the residence to assess a patient.

CAD# 2023109301  
 TIME: 6/7/2023 8:12:02AM  
 CASE# 2302235  
 HBRG  
 REPORT TAKEN

Report Filed. INFO-SEX OFFENSE Reported At Block Of 200 S 6TH ST Occurred between 0811 hours on 6/7/2023 and 0812 hours on 6/7/2023 . Reported: 6/7/2023 Officer  


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 Deputy responded to concerns of a student about another student.

CAD# 2023109618  
 TIME: 6/7/2023 2:28:08PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 100 S 1ST ST/MOORE ST HBRG  


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 Deputies investigated a suspicious vehicle.

CAD# 2023109673  
 TIME: 6/7/2023 3:26:29PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

ABANDON VEHICLE Reported at Block of 700 LASALLE ST HBRG  


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 Deputy located a vehicle that appeared to be abandoned. Contact was made with the registered owner who agreed to move the vehicle.

**Incident Information:****Description**

2.

CAD# 2023109780  
 TIME: 6/7/2023 6:04:56PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

ALARM LAW ONLY Reported at Block of 100 S 4TH ST HBRG

Deputy responded to an alarm activation. accidental activation.

CAD# 2023110057  
 TIME: 6/8/2023 4:12:17AM  
 CASE# CAD Only  
 HBRG

NON 911 ISSUE Reported at Block of 400 TERRITORIAL ST HBRG

Caller had medical questions about an ER visit.....

CAD# 2023110081  
 TIME: 6/8/2023 6:19:48AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

WELFARE CHECK Reported at Block of 700 S 2ND ST HBRG

Anonymous neighbor reports hearing yelling.

CAD# 2023110119  
 TIME: 6/8/2023 8:21:05AM  
 CASE# CAD Only  
 HBRG  
 WARNING EQUIPMENT VIOL

TRAFFIC STOP Reported at Block of 400 S 9TH ST HBRG

Operator warned for equipment violation.

CAD# 2023110136  
 TIME: 6/8/2023 8:40:31AM  
 CASE# CAD Only  
 HBRG  
 WARNING EQUIPMENT VIOL

TRAFFIC STOP Reported at Block of 700 SMITH ST HBRG

Operator warned for equipment violation.

CAD# 2023110139  
 TIME: 6/8/2023 8:42:58AM  
 CASE# 2302260  
 HBRG  
 REPORT TAKEN

Report Filed. HARASSMENT PHYSICAL CONTACT/SIMPLE ASSAULT Reported At Block Of 23600 PEORIA RD Occurred between 0841 hours on 6/8/2023 and 0842 hours on

Deputies responded to a disturbance. Both parties were physical with one another. No injuries.



**Incident Information:****Description**

2.

CAD# 2023110312  
TIME: 6/8/2023 12:28:50PM  
CASE# CAD Only  
HBRG  
CAD CALL COMPLETE

FOUND DOG Reported at Block of 23600 PEORIA RD HBRG

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transported stray dogs to animal control

CAD# 2023110316  
TIME: 6/8/2023 12:32:56PM  
CASE# CAD Only  
HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 400 LASALLE ST HBRG

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Unable to locate caller. No answer on call back. Left voicemail.

CAD# 2023110328  
TIME: 6/8/2023 12:46:18PM  
CASE# CAD Only  
HBRG  
CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 500 S 6TH ST HBRG

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Deputy checked report of open mailboxes. All mailboxes were secure.

CAD# 2023110422  
TIME: 6/8/2023 2:29:46PM  
CASE# CAD Only  
HBRG  
CAD CALL COMPLETE

TRAFFIC HAZARD Reported at Block of 500 N 7TH ST HBRG

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Tow truck driver asked to not park in the middle of the road .

CAD# 2023110447  
TIME: 6/8/2023 2:47:19PM  
CASE# CAD Only  
HBRG

911 HANG UP CALL Reported at Block of 500 BRANTEN CT HBRG

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Male at location advised it was an accidental call.

CAD# 2023110466  
TIME: 6/8/2023 3:12:56PM  
CASE# CAD Only  
HBRG  
CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 800 LASALLE ST/S 9TH ST HBRG

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Deputy observed the intersection of LaSalle St and S 9th St for speed and stop sign violations.

**Incident Information:****Description**

2.

CAD# 2023110475  
 TIME: 6/8/2023 3:18:46PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 800 S 9TH ST HBRG

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Operator warned for moving violation.

CAD# 2023110478  
 TIME: 6/8/2023 3:22:38PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

CITIZEN CONTACT Reported at Block of 600 S 9TH ST/LASALLE ST HBRG

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Deputy spoke with person from out of the area about what restaurants are in town and how to get there.

CAD# 2023110501  
 TIME: 6/8/2023 3:50:20PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 900 LASALLE ST HBRG

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Operator warned for moving violation.

CAD# 2023110519  
 TIME: 6/8/2023 4:15:51PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 100 N 4TH ST/TERRITORIAL ST HBRG

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Operator warned for moving violation.

CAD# 2023110551  
 TIME: 6/8/2023 4:55:07PM  
 CASE# 2302272  
 HBRG  
 REPORT TAKEN

Report Filed. ACCIDENT VEHICLE NO INJ Reported At Block Of 300 S 9TH ST Occurred between 1654 hours on 6/8/2023 and 1655 hours on 6/8/2023 . Reported: 6/8/2023 Officer

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Deputy responded to a non injury crash. Drivers exchanged information.

CAD# 2023110706  
 TIME: 6/8/2023 8:55:14PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 200 MOORE ST HBRG

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Victim contacts deputy with new information identifying the suspect of the case .

**Incident Information:****Description**

2.

CAD# 2023110725  
 TIME: 6/8/2023 9:28:06PM  
 CASE# CAD Only  
 HBRG

911 HANG UP CALL Reported at Block of 200 TERRITORIAL ST HBRG

Immediate hangup

CAD# 2023110729  
 TIME: 6/8/2023 9:36:19PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

OD INGESTION POISONING Reported at Block of 500 N 7TH ST HBRG

Overdose due to fentanyl use. Medics responded.

CAD# 2023110907  
 TIME: 6/9/2023 6:22:54AM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 400 TERRITORIAL ST HBRG

No Public Narrative.

CAD# 2023111277  
 TIME: 6/9/2023 3:05:25PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 500 S 3RD ST/FOUNTAIN ST HBRG

Report of a vehicle driving recklessly. No other calls about the vehicle and no deputies in the area.

CAD# 2023111546  
 TIME: 6/9/2023 10:00:57PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 300 N 10TH ST HBRG

CAD# 2023112147  
 TIME: 6/10/2023 4:15:59PM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 800 S 3RD ST HBRG

No answer on call-back.

**Incident Information:****Description**

2.

CAD# 2023112253  
 TIME: 6/10/2023 6:24:20PM  
 CASE# CAD Only  
 HBRG  
 CITE MOVING VIOLATION

TRAFFIC STOP Reported at Block of 600 S 6TH ST/LASALLE ST HBRG

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Operator was cited for a stop sign violation and also for DWS - Violation.

CAD# 2023112264  
 TIME: 6/10/2023 6:48:42PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 500 LASALLE ST/S 6TH ST HBRG

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Operator was warned for a stop sign violation when turning right from LaSalle St onto S 6th St.

CAD# 2023112342  
 TIME: 6/10/2023 9:01:44PM  
 CASE# CAD Only  
 HBRG  
 CITE EQUIPMENT VIOLATION

TRAFFIC COMPLAINT Reported at Block of 300 SOMMERVILLE AVE HBRG

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The operator was cited for expired tags (05/2022)

CAD# 2023112358  
 TIME: 6/10/2023 9:21:43PM  
 CASE# CAD Only  
 HBRG  
 EXTRA PATROL

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

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CAD# 2023112463  
 TIME: 6/11/2023 12:05:34AM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 600 STANLEY LN HBRG

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CAD# 2023112709  
 TIME: 6/11/2023 11:04:31AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS PERSON Reported at Block of 300 SOMMERVILLE AVE HBRG

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Female contacted at the ponds setting up a camp. She was warned and advised to remove her items and to leave prior to dusk.

**Incident Information:****Description**

2.

CAD# 2023112827  
 TIME: 6/11/2023 1:48:19PM  
 CASE# CAD Only  
 HBRG

911 HANG UP CALL Reported at Block of 300 S 9TH ST HBRG

Caller advised accidental dial

CAD# 2023113099  
 TIME: 6/11/2023 8:55:35PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRESPASS Reported at Block of 300 SOMMERVILLE AVE HBRG

Female was in the park after hours and was asked to leave.

CAD# 2023113495  
 TIME: 6/12/2023 11:47:03AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Patrol of Eagle Park. Vehicle and foot patrol

CAD# 2023113508  
 TIME: 6/12/2023 11:59:28AM  
 CASE# CAD Only  
 HBRG

PRIVATE PROPERTY TOW Reported at Block of 1000 S 6TH ST HBRG

No Public Narrative.

CAD# 2023113694  
 TIME: 6/12/2023 2:42:02PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

THEFT Reported at Block of 300 N 3RD ST HBRG

Deputy investigated a Theft report. There was no evidence at the time to suggest items were stolen.

CAD# 2023113960  
 TIME: 6/12/2023 7:56:06PM  
 CASE# CAD Only  
 HBRG

911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG

Immediate hangup upon answer.

**Incident Information:****Description**

2.

CAD# 2023113997  
 TIME: 6/12/2023 8:51:14PM  
 CASE# CAD Only  
 HBRG

ALARM LAW ONLY Reported at Block of 23600 PEORIA RD HBRG

Alarm at life bible. Received authorized cancel.

CAD# 2023114032  
 TIME: 6/12/2023 9:57:46PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 800 SOMMERVILLE LOOP HBRG

Deputy responded to a report of a suspicious circumstance. Deputy learned it was likely a group of juveniles knocking on doors. Deputy was unable to locate the juveniles.

CAD# 2023114315  
 TIME: 6/13/2023 9:44:20AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 200 SOMMERVILLE AVE HBRG

Deputy spoke with female who is staying in her vehicle. Female was asked to move along.

CAD# 2023114342  
 TIME: 6/13/2023 10:18:02AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 800 SOMMERVILLE LOOP HBRG

CAD# 2023114349  
 TIME: 6/13/2023 10:25:14AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 200 S 6TH ST HBRG

Deputy conducted follow up of an ongoing case.

CAD# 2023114437  
 TIME: 6/13/2023 12:25:16PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DOMESTIC DISTURBANCE Reported at Block of 500 S 3RD ST HBRG

Deputy responded to a disturbance to find a couple having a verbal argument. Non criminal.

**Incident Information:****Description**

2.

CAD# 2023114486  
 TIME: 6/13/2023 1:37:24PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

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Deputy performed extra patrol of Eagle Park.

CAD# 2023114610  
 TIME: 6/13/2023 3:45:36PM  
 CASE# CAD Only  
 HBRG

911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG

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No Public Narrative.

CAD# 2023114675  
 TIME: 6/13/2023 5:12:43PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

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Deputy patrolled Eagle Park. One person warned for being on private property.

CAD# 2023114690  
 TIME: 6/13/2023 5:29:14PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 300 SOMMERVILLE AVE HBRG

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Deputy warned individual about trespassing on private property.

CAD# 2023114811  
 TIME: 6/13/2023 8:40:52PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DOMESTIC DISTURBANCE Reported at Block of 500 N 7TH ST HBRG

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Deputy responded to a domestic disturbance. Verbal only and parties were separated. Non criminal

CAD# 2023114960  
 TIME: 6/14/2023 3:31:25AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

911 HANG UP CALL Reported at Block of 400 LASALLE ST HBRG

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Deputy responds to 911 hangup. Deputy arrives at location and speaks to employees. They informed the Deputy they did not call 911 and did not need assistance.

**Incident Information:**

**Description**

CAD# 2023115267  
 TIME: 6/14/2023 1:38:03PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 400 S 9TH ST HBRG

Deputies respond to the school regarding students shooting "Orbies" which are the size of a pea and made from a water based gel. Nobody was hit nor was any property damaged. It was determined this incident would be best handled through the school.

CAD# 2023115458  
 TIME: 6/14/2023 4:59:42PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DOMESTIC DISTURBANCE Reported at Block of 600 TERRITORIAL ST HBRG

A verbal argument between mom and adult daughter occurred and the daughter fell when being pushed by mom. No injuries. Both parties were warned to keep away from the other for a while until things are resolved. NFA.

CAD# 2023115535  
 TIME: 6/14/2023 6:57:23PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS PERSON Reported at Block of 400 S 6TH ST HBRG

talk to male to tell him to call for police vs handling something himself involving a pre-teen kid

CAD# 2023115965  
 TIME: 6/15/2023 9:53:03AM  
 CASE# CAD Only  
 HBRG  
 HARRISBURG

SUSPICIOUS VEHICLE Reported at Block of 600 RILEY WAY HBRG

Suspicious vehicle investigated. Nothing criminal found.

CAD# 2023116070  
 TIME: 6/15/2023 11:58:48AM  
 CASE# CAD Only  
 HBRG

TRANSFER 911 INFO - LAW CALL Reported at Block of 200 S 4TH ST HBRG

CAD# 2023116078  
 TIME: 6/15/2023 12:04:51PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

VIOLATION OF ORDER Reported at Block of 1000 KOBE LN HBRG

Deputies spoke with male about what constitutes a violation of a restraining order.



**Incident Information:**

**Description**

CAD# 2023116117  
 TIME: 6/15/2023 1:05:02PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

NEGLECT Reported at Block of 800 N 7TH ST HBRG

Children unable to get into residence after getting out of school. Deputies responded and a guardian of the kids took possession of the kids.

CAD# 2023116187  
 TIME: 6/15/2023 2:33:47PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

PARK PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Park patrol of Eagle Park. Nothing suspicious seen.

CAD# 2023116570  
 TIME: 6/16/2023 12:12:07AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DISTURBANCE Reported at Block of 500 S 3RD ST HBRG

Complaint of a verbal dispute by an anonymous source, but upon arrival, no argument heard.

CAD# 2023116666  
 TIME: 6/16/2023 8:00:56AM  
 CASE# CAD Only  
 HBRG  
 CITE MOVING VIOLATION

TRAFFIC STOP Reported at Block of 300 N 6TH ST/TERRITORIAL ST HBRG

Jasmine Lee, 28 of Harrisburg was issued a citation for Fail to Obey Traffic Control Device .

CAD# 2023116681  
 TIME: 6/16/2023 8:24:18AM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 300 N 6TH ST/TERRITORIAL ST HBRG

Operator warned for moving violation.

CAD# 2023116687  
 TIME: 6/16/2023 8:33:49AM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 300 N 6TH ST/TERRITORIAL ST HBRG

Operator warned for moving violation.

## Incident Information:

## Description

2.

CAD# 2023116775  
 TIME: 6/16/2023 10:48:02AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

ABANDON VEHICLE Reported at Block of 700 LASALLE ST HBRG

Deputy checked on a trailer parked in the same location for a week. Owner had permission to park the trailer where it was at.

CAD# 2023116781  
 TIME: 6/16/2023 10:52:07AM  
 CASE# 2302393  
 HBRG  
 REPORT TAKEN

Report Filed. UUV Reported At Block Of 23600 PEORIA RD Occurred between 1700 hours on 6/13/2023 and 1100 hours on 6/15/2023 . Reported: 6/16/2023 Officer Statement:

Deputy investigated a stolen vehicle report. A gold 2014 Chevy Impala was stolen form the location. It is believed the ex of the registered owner took the vehicle and this is not a random event.

CAD# 2023116786  
 TIME: 6/16/2023 10:56:35AM  
 CASE# CAD Only  
 HBRG

911 HANG UP CALL Reported at Block of 1000 HECKART LN HBRG

No Public Narrative.

CAD# 2023116847  
 TIME: 6/16/2023 12:20:59PM  
 CASE# 2302394  
 HBRG  
 REPORT TAKEN

REPORT PENDING. Original Call Type: IDENTITY THEFT Reported At Block Of 23600 PEORIA RD Occurred between 1220 hours on 6/16/2023 and 1220 hours on 6/16/2023 .

Deputy responded to a stolen vehicle call and learned the victim also had their social security card stolen from within a safe.

CAD# 2023116943  
 TIME: 6/16/2023 2:18:37PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

MOTORIST ASSIST Reported at Block of 700 BURTON ST/N 8TH ST HBRG

Deputy assisted motorist with a trailer issue.

CAD# 2023116975  
 TIME: 6/16/2023 2:47:50PM  
 CASE# 2302402  
 HBRG  
 REPORT TAKEN

REPORT PENDING. Original Call Type: CRIMINAL MISCHIEF Reported At Block Of 300 N 7TH ST Occurred between 1447 hours on 6/16/2023 and 1447 hours on 6/16/2023 .

Linn County Sheriff's Office speed trailer had wires cut while parked on N 7th St. Investigation ongoing.

**Incident Information:****Description**

2.

CAD# 2023117121  
 TIME: 6/16/2023 5:22:25PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

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Deputy patrolled Eagle Park.

CAD# 2023117181  
 TIME: 6/16/2023 6:33:11PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 1000 SOMMERVILLE LOOP HBRG

---

Deputy responded to a traffic complaint. Vehicle was gone prior to deputy's arrival.

CAD# 2023117271  
 TIME: 6/16/2023 8:32:54PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DOG COMPLAINT Reported at Block of 900 AZALEA DR HBRG

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A neighbor complains about a barking dog, Deputy arrives and speaks to the people house sitting and educates them on the nuisance dog ORS. The dog was brought inside and the barking stopped.

CAD# 2023117569  
 TIME: 6/17/2023 9:16:39AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DOG COMPLAINT Reported at Block of 900 AZALEA DR HBRG

---

Deputy responded to dog barking complaint. No excessive barking was observed.

CAD# 2023118221  
 TIME: 6/18/2023 4:11:32AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

THEFT Reported at Block of 500 LASALLE ST HBRG

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Neighbor reported theft of plywood. Victim was made aware of incident and did not care to contact law enforcement.

CAD# 2023118272  
 TIME: 6/18/2023 8:25:58AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DOG COMPLAINT Reported at Block of 900 AZALEA DR HBRG

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Deputy sat in the area listening for dogs barking. In 15 minutes, one bark was heard. NFA.

**Incident Information:**

**Description**

CAD# 2023118366  
 TIME: 6/18/2023 11:59:14AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy patrolled Eagle Park.

CAD# 2023118427  
 TIME: 6/18/2023 1:29:32PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 100 S 9TH ST/MOORE ST HBRG

Deputy conducted follow up.

CAD# 2023118440  
 TIME: 6/18/2023 1:56:01PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 300 N 7TH ST HBRG

Deputy conducted follow up on an ongoing investigation.

CAD# 2023118447  
 TIME: 6/18/2023 2:07:48PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 100 N 4TH ST/TERRITORIAL ST HBRG

Operator warned for moving violation.

CAD# 2023118463  
 TIME: 6/18/2023 2:29:32PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

JUVENILE COMPLAINT Reported at Block of 200 SMITH ST HBRG

Deputy observed two juveniles riding a mini motorized motorcycle. Juveniles were warned about the bike not being street legal. A parent was called to come get the bike.

CAD# 2023118475  
 TIME: 6/18/2023 2:40:41PM  
 CASE# 2302432  
 HBRG  
 REPORT TAKEN

Report Filed. INFO-CHILD AND FAMILY INFO Reported At Block Of 500 SMITH ST Occurred between 1439 hours on 6/18/2023 and 1440 hours on 6/18/2023 . Reported:

Deputy spoke with a juvenile who was kicking a door of a shed. Non criminal.

**Incident Information:****Description**

2.

CAD# 2023118480  
 TIME: 6/18/2023 2:45:53PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

JUVENILE COMPLAINT Reported at Block of 500 SMITH ST HBRG

Deputy spoke with a juvenile who was kicking a door of a shed. Non criminal.

CAD# 2023119062  
 TIME: 6/19/2023 12:04:59PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

PHONE HARASSMENT Reported at Block of 400 N 7TH ST HBRG

Caller reporting an online altercation with a family member and was concerned about potential retaliation. Nothing criminal at this time.

CAD# 2023119086  
 TIME: 6/19/2023 12:56:02PM  
 CASE# CAD Only  
 HBRG  
 HARRISBURG

EXTRA PATROL Reported at Block of 600 RILEY WAY HBRG

Extra patrol done at a residence that requested it. Nothing suspicious found.

CAD# 2023119263  
 TIME: 6/19/2023 5:23:35PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

PHONE HARASSMENT Reported at Block of 100 SMITH ST HBRG

Deputy talked with caller about threats made to the caller's friend by someone online .

CAD# 2023119284  
 TIME: 6/19/2023 6:21:31PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 400 N 7TH ST HBRG

Follow up to original call at address.

CAD# 2023119285  
 TIME: 6/19/2023 6:22:13PM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 400 TERRITORIAL ST HBRG

No Public Narrative.

**Incident Information:**

**Description**

CAD# 2023119400  
 TIME: 6/19/2023 11:18:01PM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 600 STANLEY LN HBRG

No Public Narrative.

CAD# 2023119584  
 TIME: 6/20/2023 9:22:59AM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 1100 S 6TH ST/PRICEBORO DR HBRG

Operator warned for a moving violation.

CAD# 2023119592  
 TIME: 6/20/2023 9:38:00AM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 800 S 6TH ST/SOMMERVILLE LOOP HBRG

Operator warned for a moving violation.

CAD# 2023119601  
 TIME: 6/20/2023 9:45:13AM  
 CASE# CAD Only  
 HBRG  
 CITE MOVING VIOLATION

TRAFFIC STOP Reported at Block of 700 LASALLE ST/S 8TH PL HBRG

Jill Freeman, 47, of Harrisburg was issued a citation for failure to obey a traffic control device .

CAD# 2023119672  
 TIME: 6/20/2023 11:18:37AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

INFORMATION ONLY REPORT Reported at Block of 800 S 3RD ST HBRG

Caller informing us of a male walking along the river.nothing suspicious

CAD# 2023119804  
 TIME: 6/20/2023 2:28:13PM  
 CASE# 2302462  
 HBRG  
 REPORT TAKEN

Report Filed. MAIL THEFT - OTHER Reported At Block Of 700 N 8TH ST Occurred between 1428 hours on 6/20/2023 and 1428 hours on 6/20/2023 . Reported: 6/20/2023 Officer

Deputies spoke with a female regarding a mail theft. No suspects at this time.

**Incident Information:****Description**

2.

CAD# 2023119994  
 TIME: 6/20/2023 6:03:50PM  
 CASE# CAD Only  
 HBRG  
 CITE DWS NO ODL

TRAFFIC STOP Reported at Block of 400 S 3RD ST/SCHOOLING ST HBRG

Dylan Todd, 36 of Coos Bay, was cited for driving uninsured, driving without a driver's license, failing to install an IID and for the illegal alteration of his license plate.

CAD# 2023120171  
 TIME: 6/20/2023 10:41:12PM  
 CASE# 2302470  
 HBRG  
 REPORT TAKEN

Report Filed. INFO-SEX OFFENSE Reported At Block Of 600 S 5TH ST Occurred between 0000 hours on 6/16/2023 and 2241 hours on 6/20/2023 . Reported: 6/20/2023 Officer

Investigation of offense occurring between family members.

CAD# 2023120196  
 TIME: 6/20/2023 11:22:13PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

WELFARE CHECK Reported at Block of 23600 PEORIA RD HBRG

Mother requested a welfare check on her child who was staying with his biological father.

CAD# 2023120350  
 TIME: 6/21/2023 8:05:04AM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 200 N 3RD ST/TERRITORIAL ST HBRG

Operator warned for moving violation.

CAD# 2023120354  
 TIME: 6/21/2023 8:15:22AM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 300 N 6TH ST/TERRITORIAL ST HBRG

Operator warned for moving violation.

CAD# 2023120386  
 TIME: 6/21/2023 9:09:21AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

ALARM LAW ONLY Reported at Block of 800 CRIMSON PL HBRG

Deputy responded to a residential alarm. Building was secure.

**Incident Information:****Description**

2.

CAD# 2023120501  
 TIME: 6/21/2023 11:13:18AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

---

Deputy patrolled Eagle Park.

CAD# 2023120528  
 TIME: 6/21/2023 11:41:59AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

LITTERING VIOLATION Reported at Block of 300 SOMMERVILLE AVE HBRG

---

Deputy located a pile of trash. After a thorough investigation. No evidence of the responsible person was located. The trash was removed and disposed of properly.

CAD# 2023120673  
 TIME: 6/21/2023 2:35:39PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 800 S 8TH PL HBRG

---

Follow up on a traffic citation.

CAD# 2023120725  
 TIME: 6/21/2023 3:34:37PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

JUVENILE COMPLAINT Reported at Block of 500 SMITH ST HBRG

---

Deputy spoke with multiple juveniles about their behavior and actions.

CAD# 2023120787  
 TIME: 6/21/2023 4:53:13PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRESPASS Reported at Block of 400 SMITH ST HBRG

---

Deputy checked an area of the Union Pacific Railroad for reports of someone trespassing. No one was located.

CAD# 2023120824  
 TIME: 6/21/2023 5:42:40PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRAFFIC STOP Reported at Block of 200 N 7TH ST HBRG

---

Operator warned for moving violation.



**Incident Information:****Description**

2.

CAD# 2023120831  
 TIME: 6/21/2023 5:47:31PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

CIVIL DISPUTE REPORT Reported at Block of 600 S 5TH ST HBRG

Civil dispute over kids. Deputy answered questions for out of state resident on how to retrieve her children.

CAD# 2023120867  
 TIME: 6/21/2023 6:45:27PM  
 CASE# CAD Only  
 HBRG

911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG

No answer when returning phone call.

CAD# 2023121181  
 TIME: 6/22/2023 9:41:17AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

PARKING COMPLAINT Reported at Block of 900 S 9TH ST/SIUSLAW ST HBRG

Deputy checked the area for a report of abandon vehicles. Owner was contacted and advised to move them.

CAD# 2023121388  
 TIME: 6/22/2023 2:05:16PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted follow up.

CAD# 2023121474  
 TIME: 6/22/2023 3:30:45PM  
 CASE# CAD Only  
 HBRG  
 WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 800 S 8TH PL/LASALLE ST HBRG

Operator warned for moving violation.

CAD# 2023121532  
 TIME: 6/22/2023 4:54:57PM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 600 N 3RD ST HBRG

No Public Narrative.

**Incident Information:****Description**

2.

CAD# 2023121966  
 TIME: 6/23/2023 9:49:38AM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 400 TERRITORIAL ST HBRG

On call back, male stated it was an accidental dial.

CAD# 2023122034  
 TIME: 6/23/2023 11:17:02AM  
 CASE# CAD Only  
 HBRG  
 FOLLOW UP COMPLETE

THEFT Reported at Block of 400 N 3RD ST HBRG

Follow up for theft from a storage unit.

CAD# 2023122953  
 TIME: 6/24/2023 1:26:03PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DISTURBANCE Reported at Block of 200 S 1ST ST HBRG

Citizen reporting male with a hatchet who was suspicious. Deputies identified the male, but was UTL.

CAD# 2023123217  
 TIME: 6/24/2023 7:15:13PM  
 CASE# CAD Only  
 HBRG

DUII Reported at Block of 200 N 3RD ST HBRG

Caller reporting an intoxicated male left in a vehicle driving towards Junction City. Junction City PD and OSP advised.

CAD# 2023123393  
 TIME: 6/24/2023 10:44:47PM  
 CASE# CAD Only  
 HBRG

911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG

CAD# 2023123583  
 TIME: 6/25/2023 8:07:01AM  
 CASE# 2302541  
 HBRG  
 REPORT TAKEN

Report Filed. INFO-OTHER DOCUMENTATION Reported At Block Of 200 LASALLE ST  
 Occurred between 0807 hours on 6/25/2023 and 0807 hours on 6/25/2023 . Reported:

Deputies investigated a fraud. The caller was not interested in pursuing charges, only wanted the incident documented.

**Incident Information:****Description**

2.

CAD# 2023123775  
 TIME: 6/25/2023 1:28:07PM  
 CASE# CAD Only  
 HBRG  
 HARRISBURG

INFORMATION ONLY REPORT Reported at Block of 200 N 3RD ST HBRG

Deputy answered questions about having firearms in a business.

CAD# 2023123788  
 TIME: 6/25/2023 1:46:31PM  
 CASE# CAD Only  
 HBRG  
 HARRISBURG

THREATS Reported at Block of 200 N 3RD ST HBRG

Business owner wanted information documented regarding statements made by a disgruntled employee.

CAD# 2023124057  
 TIME: 6/25/2023 8:44:47PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

DOG COMPLAINT Reported at Block of 900 AZALEA DR HBRG

location is an ongoing issue with barking dog.

CAD# 2023124213  
 TIME: 6/26/2023 2:27:38AM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 400 TERRITORIAL ST HBRG

CAD# 2023124440  
 TIME: 6/26/2023 12:07:04PM  
 CASE# CAD Only  
 HBRG

NON 911 ISSUE Reported at Block of 400 TERRITORIAL ST HBRG

CAD# 2023124772  
 TIME: 6/26/2023 8:18:54PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy patrolled Eagle Park at sunset.

**Incident Information:****Description**

2.

CAD# 2023124812  
 TIME: 6/26/2023 9:46:06PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 600 S 3RD ST/LASALLE ST HBRG

Deputy searched area for vehicle.

CAD# 2023124951  
 TIME: 6/27/2023 3:51:14AM  
 CASE# CAD Only  
 HBRG  
 FALSE ALARM POLICE

ALARM LAW ONLY Reported at Block of 100 N 3RD ST HBRG

Employee entered wrong code. False alarm

CAD# 2023125399  
 TIME: 6/27/2023 5:11:25PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 900 TERRITORIAL ST/N 10TH ST HBRG

Deputy checked the area for a suspicious vehicle. Described vehicle was not located.

CAD# 2023125463  
 TIME: 6/27/2023 6:28:44PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

EVENT DETAIL Reported at Block of 300 SMITH ST HBRG

City council meeting

CAD# 2023125534  
 TIME: 6/27/2023 8:16:59PM  
 CASE# CAD Only  
 HBRG  
 HARRISBURG

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputies patrolled Eagle Park before and after sunset.

CAD# 2023125564  
 TIME: 6/27/2023 8:56:28PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 800 S 8TH PL HBRG

Deputy responded to reports of a suspicious circumstance. Deputy did not find anything suspicious.

## Incident Information:

## Description

2.

CAD# 2023125571  
 TIME: 6/27/2023 9:05:28PM  
 CASE# CAD Only  
 HBRG  
 WARNING EQUIPMENT VIOL/

TRAFFIC STOP Reported at Block of 800 LASALLE ST HBRG

Operator warned for equipment violation.

CAD# 2023125585  
 TIME: 6/27/2023 9:25:53PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

ASSAULT Reported at Block of 100 N 1ST ST HBRG

Deputies responded to a report of an assault near the Harrisburg Boat Ramp. Involved parties were unwilling to cooperate with the investigation.

CAD# 2023125657  
 TIME: 6/27/2023 11:45:53PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 100 N 9TH ST/MONROE ST HBRG

Deputy observed a suspicious vehicle. After contacting the occupants, there was nothing suspicious.

CAD# 2023125669  
 TIME: 6/28/2023 12:02:39AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 700 ERICA WAY HBRG

Deputy observed an open garage door. Owner contacted, nothing missing, door was secured.

CAD# 2023125675  
 TIME: 6/28/2023 12:22:23AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 400 S 9TH ST HBRG

Deputy observed vehicle drive into an area of the high school normal traffic would not be . The vehicle belonged to a custodian for the school.

CAD# 2023125889  
 TIME: 6/28/2023 11:35:42AM  
 CASE# 2302586  
 HBRG  
 REPORT TAKEN

REPORT PENDING. Original Call Type: THEFT Reported At Block Of 800 S 2ND ST Occurred between 1135 hours on 6/28/2023 and 1135 hours on 6/28/2023 . Reported:

Deputy responds to report of theft of wood pallets from business. Investigation ongoing.

**Incident Information:****Description**

2.

CAD# 2023125895  
 TIME: 6/28/2023 11:41:19AM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

ASSAULT Reported at Block of 200 SMITH ST HBRG

Deputies responded to a disturbance. Ultimately, no one wanted to pursue charges.

CAD# 2023126135  
 TIME: 6/28/2023 4:15:43PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

NEIGHBORHOOD DISPUTE Reported at Block of 100 MONROE ST HBRG

Deputy responded to a civil dispute. Both parties agreed things were okay and neither wanted my assistance.

CAD# 2023126165  
 TIME: 6/28/2023 4:53:01PM  
 CASE# CAD Only  
 HBRG  
 CITE NO INSURANCE

TRAFFIC STOP Reported at Block of 500 TERRITORIAL ST/N 6TH ST HBRG

Dallas Case, 25 of Harrisburg, was cited for failing to carry proof of vehicle insurance.

CAD# 2023126594  
 TIME: 6/29/2023 9:54:35AM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 600 N 3RD ST HBRG

Accidental dial

CAD# 2023126683  
 TIME: 6/29/2023 12:06:26PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 1000 S 6TH ST HBRG

Citizen calling about inappropriate comments to their child, citizen did not answer deputies attempts to contact him to find a location to respond to.

CAD# 2023126741  
 TIME: 6/29/2023 1:26:54PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

FOLLOW UP Reported at Block of 800 S 8TH PL HBRG

No Public Narrative.

## Incident Information:

## Description

2.

CAD# 2023126853  
 TIME: 6/29/2023 3:49:18PM  
 CASE# CAD Only  
 HBRG  
 CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 600 N 7TH ST/RILEY WAY HBRG

Caller wanted to report a suspended driver. Not enough information was available, and no deputies were in the area to respond.

CAD# 2023127202  
 TIME: 6/30/2023 1:51:21AM  
 CASE# CAD Only  
 HBRG

911 HANG UP CALL Reported at Block of 100 SMITH ST HBRG

Spot Hogg. No contact made.

CAD# 2023127609  
 TIME: 6/30/2023 2:59:25PM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 800 N 7TH ST HBRG

Accidental call

CAD# 2023127726  
 TIME: 6/30/2023 5:45:01PM  
 CASE# 2302634  
 HBRG  
 REPORT TAKEN

REPORT PENDING. Original Call Type: MVC INJURY Reported At Block Of 700 LASALLE ST Occurred between 1745 hours on 6/30/2023 and 1745 hours on 6/30/2023 . Reported:

Deputy responded to a vehicle vs pedestrian crash on LaSalle St. 7 year old child rode bike into road and was struck by a vehicle.

CAD# 2023127777  
 TIME: 6/30/2023 7:16:14PM  
 CASE# CAD Only  
 HBRG

POCKET DIAL LCSO AND CRCC Reported at Block of 15100 PRICEBORO DR HBRG

No Public Narrative.

CAD# 2023127872  
 TIME: 6/30/2023 9:58:00PM  
 CASE# CAD Only  
 HBRG  
 HARRISBURG

SUSPICIOUS CIRCUMSTANCE Reported at Block of 400 S 9TH ST HBRG

Deputy observed multiple tents and a camp trailer at the high school. Upon investigation, the camper are there for wrestling camp with permission from the school. Nothing suspicious.

**Incident Information:****Description**

2.

CAD# 2023127893  
TIME: 6/30/2023 10:25:19PM  
CASE# CAD Only  
HBRG  
CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 1000 S 11TH ST HBRG

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Deputy alerted homeowner to an open garage door.

CAD# 2023127907  
TIME: 6/30/2023 10:43:41PM  
CASE# CAD Only  
HBRG  
CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 800 MONROE ST HBRG

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Deputy alerted homeowner to an open garage door.

CAD# 2023127914  
TIME: 6/30/2023 10:55:55PM  
CASE# CAD Only  
HBRG  
CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 600 ERICA PL HBRG

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Deputy alerted homeowner to an open garage door.

CAD# 2023127928  
TIME: 6/30/2023 11:14:52PM  
CASE# CAD Only  
HBRG  
CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 600 N 7TH ST/RILEY WAY HBRG

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Deputy located a vehicle from a traffic complaint. The vehicle was unoccupied.





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

**THE MATTER OF REVIEWING THE 2<sup>ND</sup> QUARTER CRIME RESULTS FOR THE CITY OF HARRISBURG**

**STAFF REPORT:**

- Exhibit A: Harrisburg Crime Comparison 2nd Quarter
- Exhibit B: LCSO Contract Cities Report for 2<sup>nd</sup> Qtr.

**ACTION: NO ACTION. INFORMATION ONLY**

**THIS AGENDA BILL IS DESTINED FOR:** Regular Agenda – July 25, 2023

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
N/A	N/A	N/A

**STAFF RECOMMENDATION:**

**Staff recommends normal discussion of any concerns that Council might have in relation to crime issues.**

**BACKGROUND INFORMATION:**

The Crime Comparison by Quarter Report (**Exhibit A**) has been updated by the addition of the 2<sup>nd</sup> Quarter of 2023. *Person Crimes* are up by 5 from the previous quarter, as well as an increase to the person crimes over the last 2 years of 2<sup>nd</sup> Qtr. results. *Person Crimes* are serious crimes, which can include assault, sexual abuse, child or elder abuse, fights, etc.

Luckily, *Property crimes* are reduced by 8 from the previous Qtr., is in-line with 2022, and is a definite improvement over the 2<sup>nd</sup> Qtr. of 2021. *Drug/Alcohol Crimes* are zero for all 3 years in the 2<sup>nd</sup> Qtr. *Traffic Offenses* are down, and *All other offenses* are down by 9 compared to the last quarter, as well as being lower than 2022. All others include warrant arrests, trespassing, and even one in which the property owners had to evict a trespasser who was scammed online into renting the home. (No action was taken against them.)

In the YTD Crimes compared to last year (**Exhibit B**, Page 4), Council can see that overall, *property crimes* are down by 5, *all other offenses* are down by 10, but *person crimes* have increased by 4 from last year at this this same timeframe.

Looking at the Contract Cities Crime Report, (**Exhibit B**, Page 5) at the end of the report, Harrisburg is lower than last year at this time, but is still leading the other cities in

stats. Mill City and Millersburg are both slightly below our numbers. However, please remember that just one person with multiple crimes can skew these numbers, and Harrisburg typically has more warrant arrests than other locations. This can also occur because we contract for more hours in town.

Council will likely notice that the contract report provided by Sergeant Frambes shows a drop in hours that's larger than what Harrisburg has experienced in the past. Captain Fountain dropped by to inform Staff of this issue right before the 4<sup>th</sup> of July. One of the changes we've made in the contracts last year was to allow fluctuation for certain situations, as long as hours were made up in the quarter. In this case, LCSO had major investigations that stretched their resources in June. Deputies were out on injuries, on FMLA, out sick, on vacation, and at mandatory trainings; not to mention resignations, and increased call loads due to the summer season. Sergeant Frambes will address this at the meeting and will explain further. They will be making up the hours for the City. The patrol and regular schedule don't include the hours that are worked on the 4<sup>th</sup> of July, as those are accounted for separately from the regular hours. The officers had great coverage in the City on the 4<sup>th</sup> of July, that were very appreciated by both the City Administrator, and the Public Works Director.

REVIEW AND APPROVAL:



07/18/2023

Michele Eldridge/ City Administrator

Date

## Harrisburg Crime Comparison by Quarter – 2nd Qtr. 2023

Table 1: Crime Comparison Report

Quarter	Person Crimes	Property Crimes	Drug/Alcohol Crimes	Traffic Offenses	'All Other Offenses'
2 <sup>nd</sup> Qtr.	10	11	0	1	9
1 <sup>st</sup> Qtr.	5	19	5	3	19
2022					
4 <sup>th</sup> Qtr.	4	20	4	3	13
3 <sup>rd</sup> Qtr.	5	14	0	1	17
2 <sup>nd</sup> Qtr.	6	10	0	7	23
1 <sup>st</sup> Qtr.	4	22	0	3	14
2021					
4 <sup>th</sup> Qtr.	6	30	0	3	14
3 <sup>rd</sup> Qtr.	4	14	2	3	13
2 <sup>nd</sup> Qtr.	3	29	0	3	8
1 <sup>st</sup> Qtr.	4	18	4	3	10

Table 2: Arrests by Crime Group

Quarter	Person	Property	Drug/Alcohol	Traffic	All Other
2 <sup>nd</sup> Qtr.	0	2	0	1	10
1 <sup>st</sup> Qtr.	3	3	3	4	20
2022					
4 <sup>th</sup> Qtr.	3	4	3	3	11
3 <sup>rd</sup> Qtr.	1	1	0	0	21
2 <sup>nd</sup> Qtr.	1	4	1	3	25
1 <sup>st</sup> Qtr.	0	3	0	2	13
2021					
4 <sup>th</sup> Qtr.	1	3	0	2	11
3 <sup>rd</sup> Qtr.	3	2	2	4	18
2 <sup>nd</sup> Qtr.	4	4	0	3	9
1 <sup>st</sup> Qtr.	3	2	3	1	5

Table 3: Citation Count by Traffic Group

Quarter	Total Citations	Total Violations	Non-Injury Crashes	Injury Crashes	Moving violations	Speeding	License/Ins	Equip Violation	Traffic Crime
2 <sup>nd</sup> Qtr.	56	75	5	1	17	2	20	20	0
1 <sup>st</sup> Qtr.	26	43	3	0	7	2	21	12	0
2022									
4 <sup>th</sup> Qtr.	34	54	2	2	11	8	21	8	0
3 <sup>rd</sup> Qtr.	53	88	4	0	11	5	30	27	0
2 <sup>nd</sup> Qtr.	62	110	1	0	13	3	49	28	0
1 <sup>st</sup> Qtr.	48	58	4	2	28	1	29	22	1
2021									
4 <sup>th</sup> Qtr.	28	35	2	1	11	6	19	6	
3 <sup>rd</sup> Qtr.	20	31	4	0	4	5	14	6	
2 <sup>nd</sup> Qtr.	31	31	3	1	15	12	9	3	
1 <sup>st</sup> Qtr.	31	45	2	1	19	11	8	7	

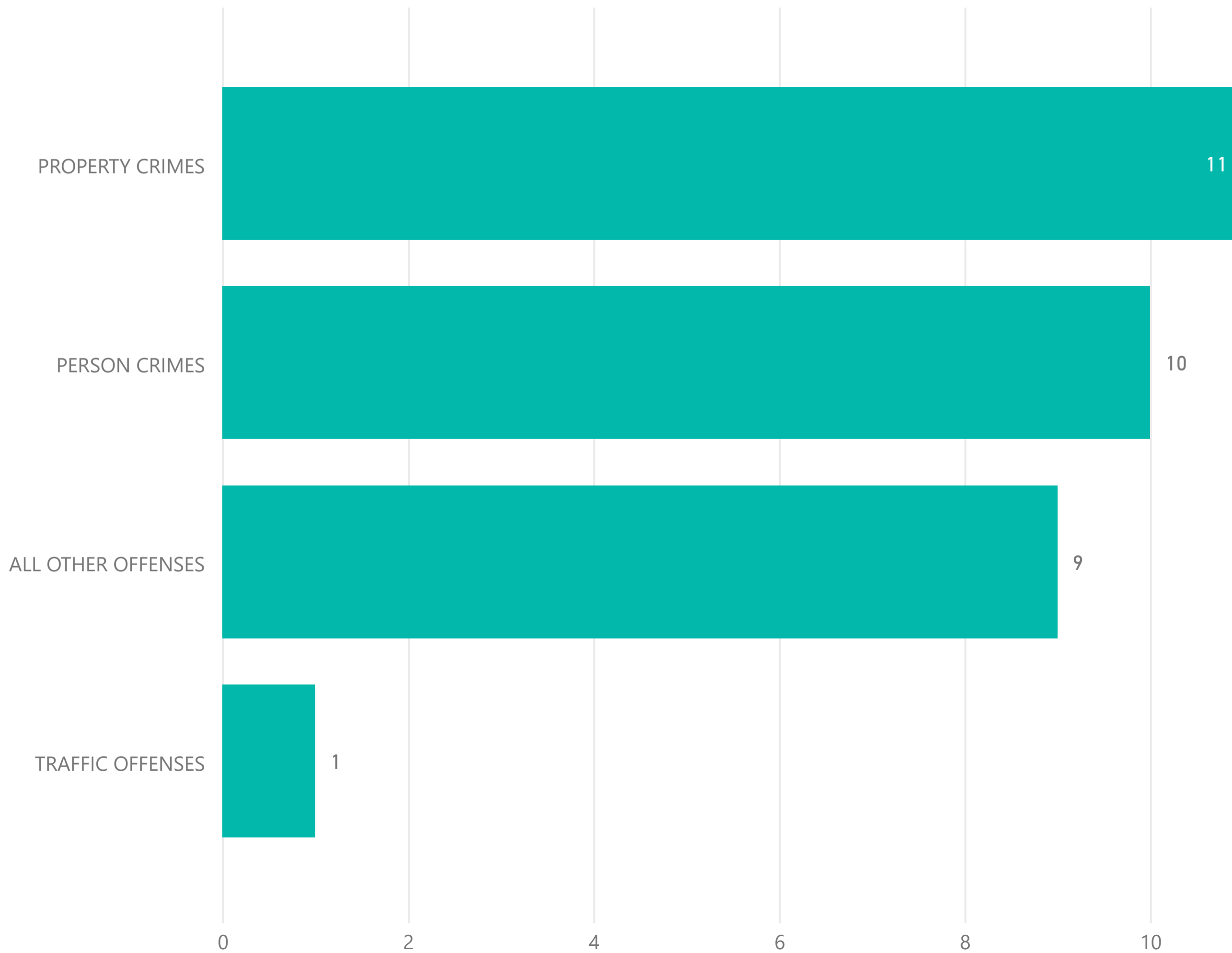
BEAT

- BRWN
- HALS
- HBRG**
- LYON
- MILB
- MILC
- SCIO

3/31/2023 6/30/2023

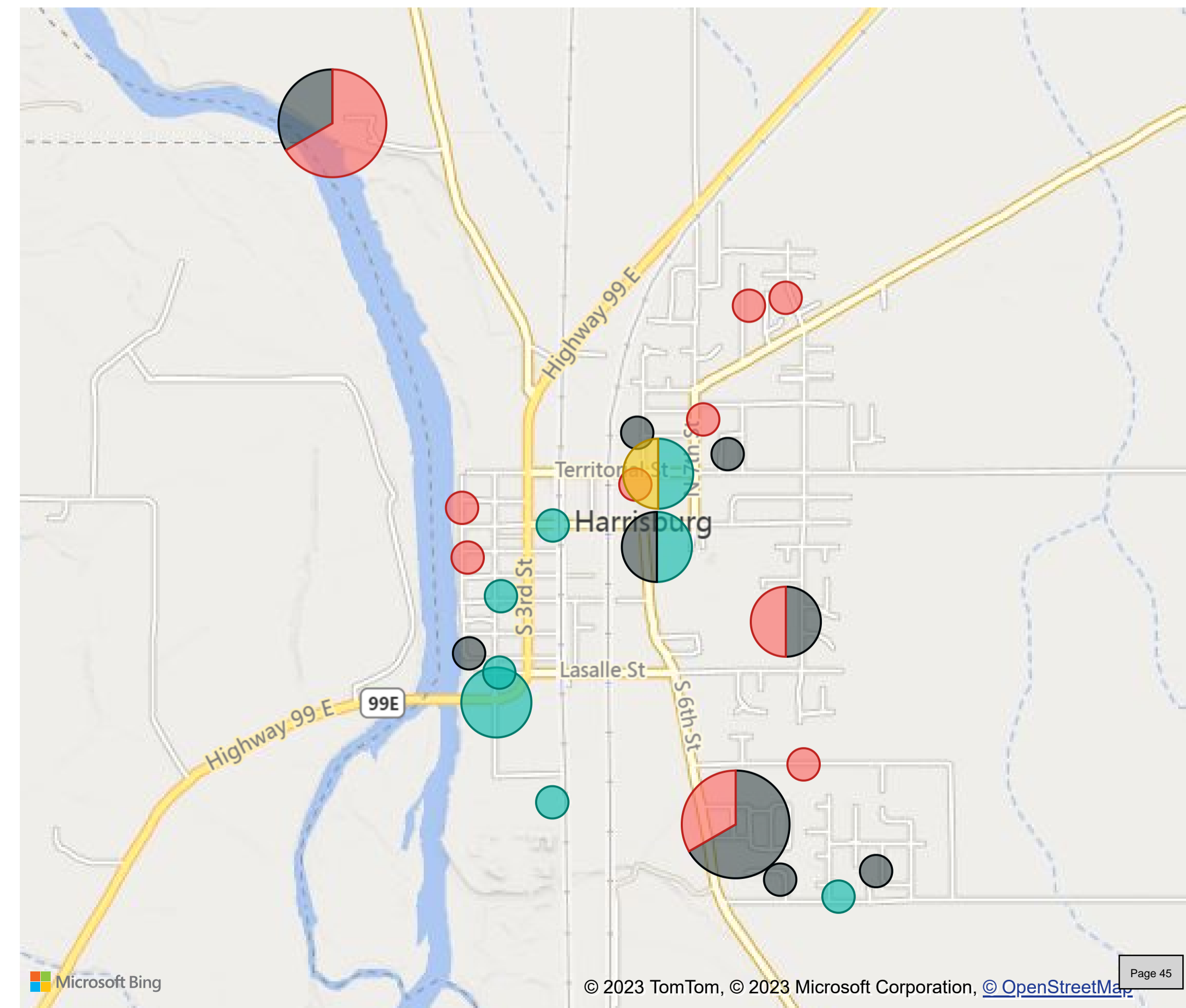
PERSON CRIMES	PROPERTY CRIMES	DRUG/ALCOHOL	TRAFFIC OFFENSES	ALL OTHER OFF	TOTAL CAD EVENTS
10	11	(Blank)	1	9	7

Incidents by Crime Group



Incidents, First Incident #, First Incident Address, First IBR Group, Earliest Reported Date and First PubNar ...

Crime Group ● ALL OTHER OFFENSES ● PERSON CRIMES ● PROPERTY CRIMES ● TRAFFIC OFFENSES



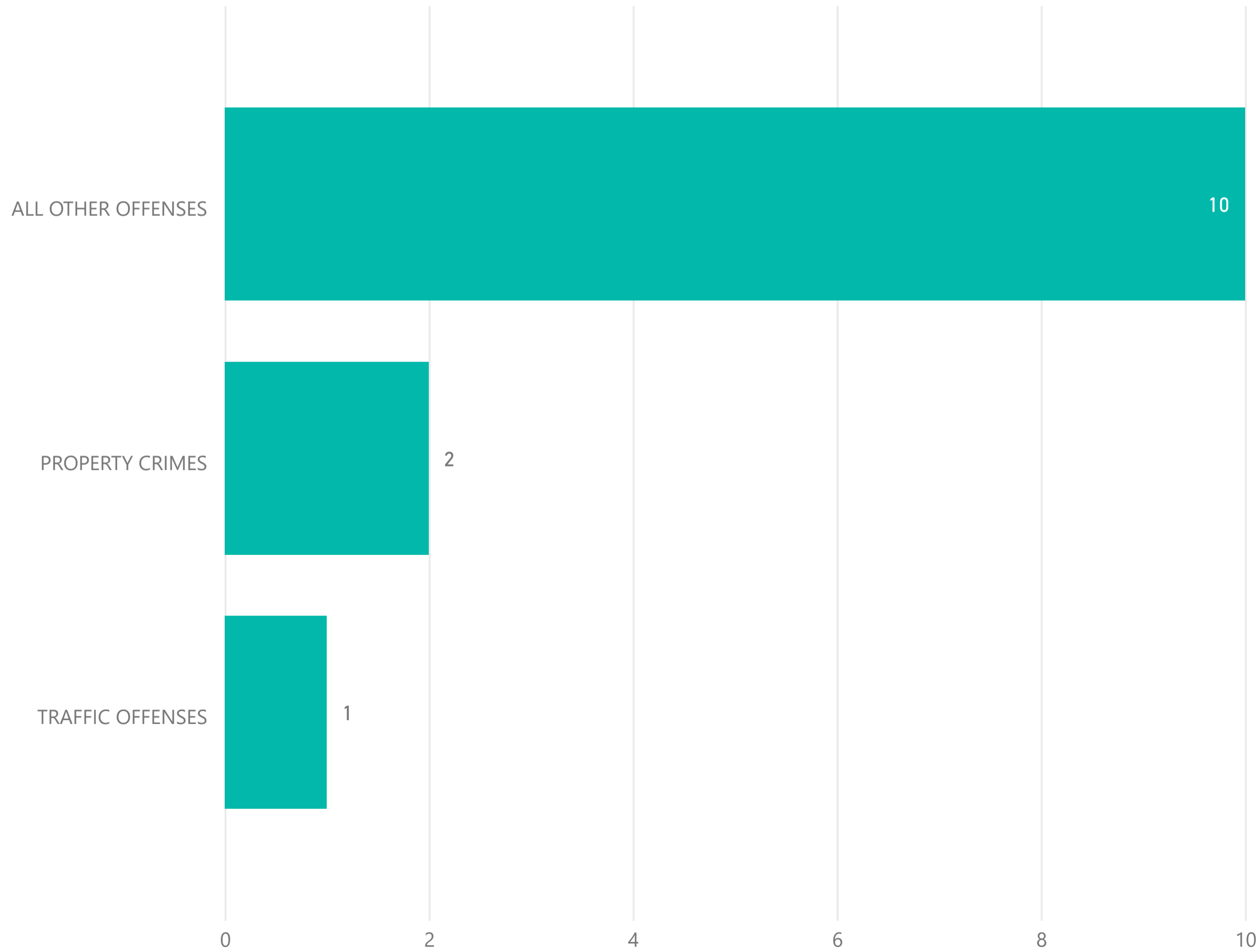
BEAT

- BRWN
- HALS
- HBRG**
- LYON
- MILB
- MILC
- SCIO

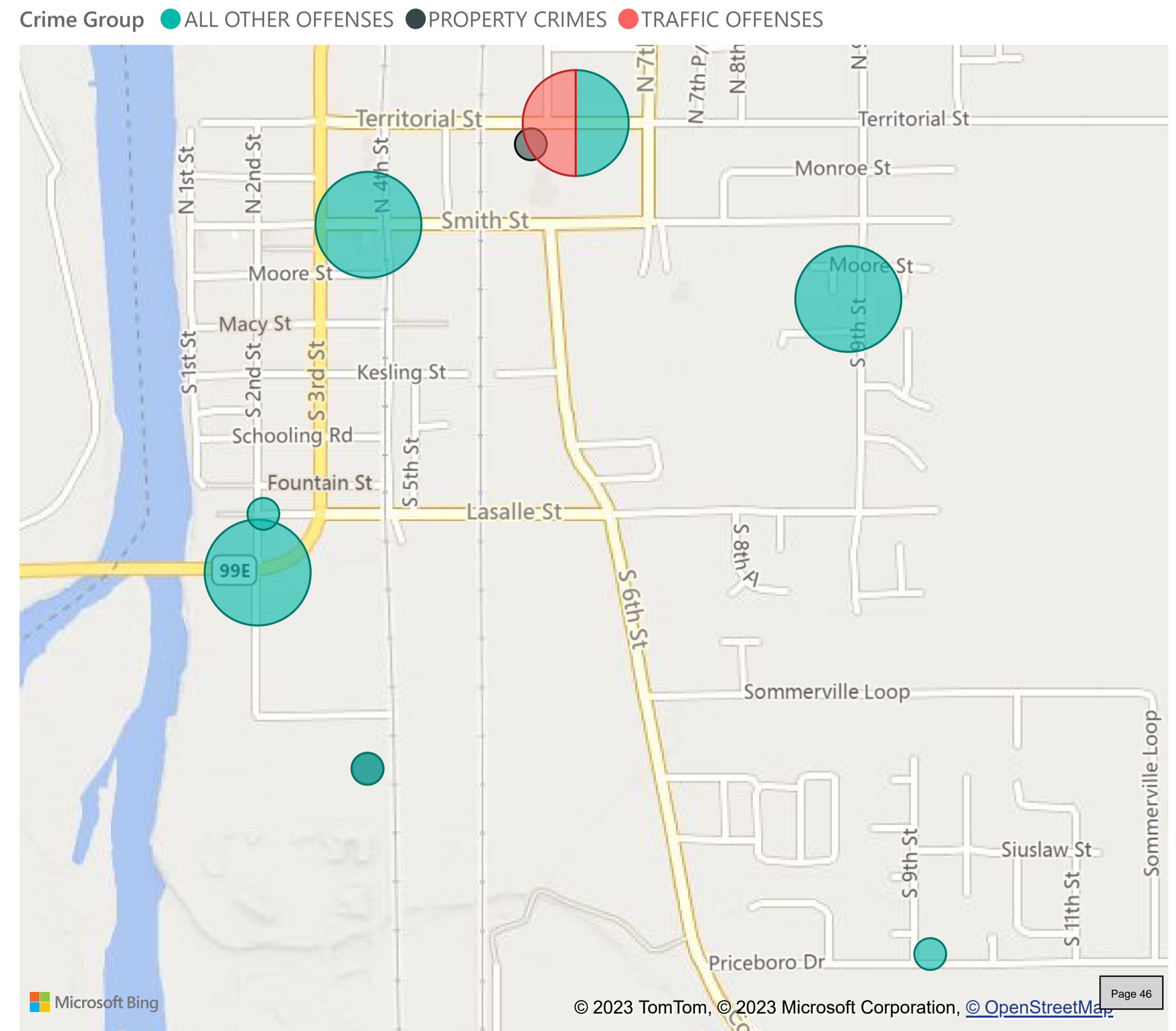
3/31/2023 6/30/2023

PERSON CRIMES <b>(Blank)</b>	PROPERTY CRIMES <b>2</b>	DRUG/ALCOHOL <b>(Blank)</b>	TRAFFIC OFFENSES <b>1</b>	ALL OTHER OFF <b>10</b>
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ArrestCnt by Crime Group



ArrestCnt, Count of armainid, First IBR Group, First AddressArrest, First case\_id and First PubNar by Crime ...



BEAT

3.

- BRWN
- HALS
- HBRG**
- LYON
- MILB
- MILC
- SCIO

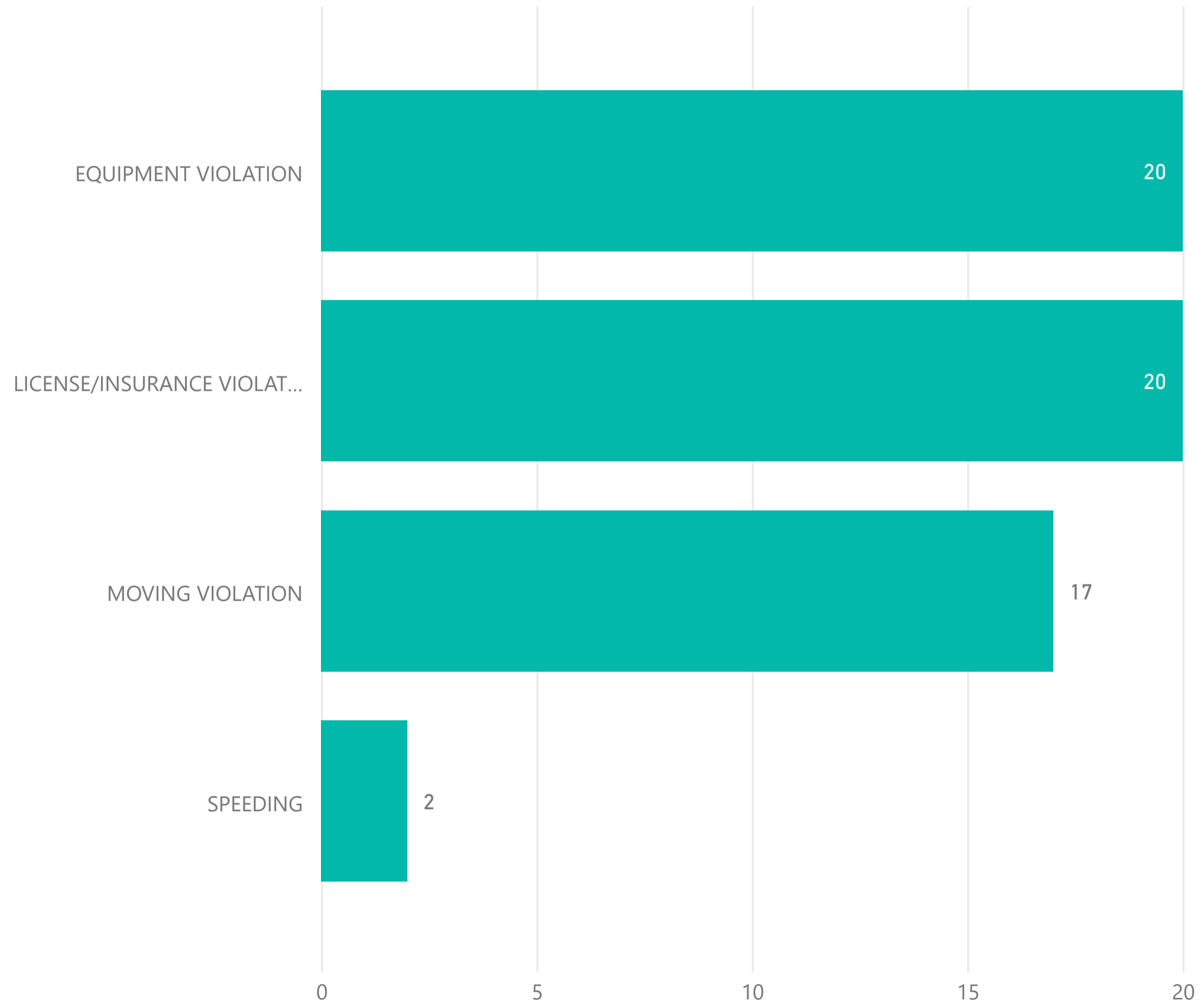
3/31/2023 6/30/2023

CITATIONS	VIOLATIONS	Non-Injury Crashes	Injury Crashes
<b>56</b>	<b>75</b>	<b>5</b>	<b>1</b>

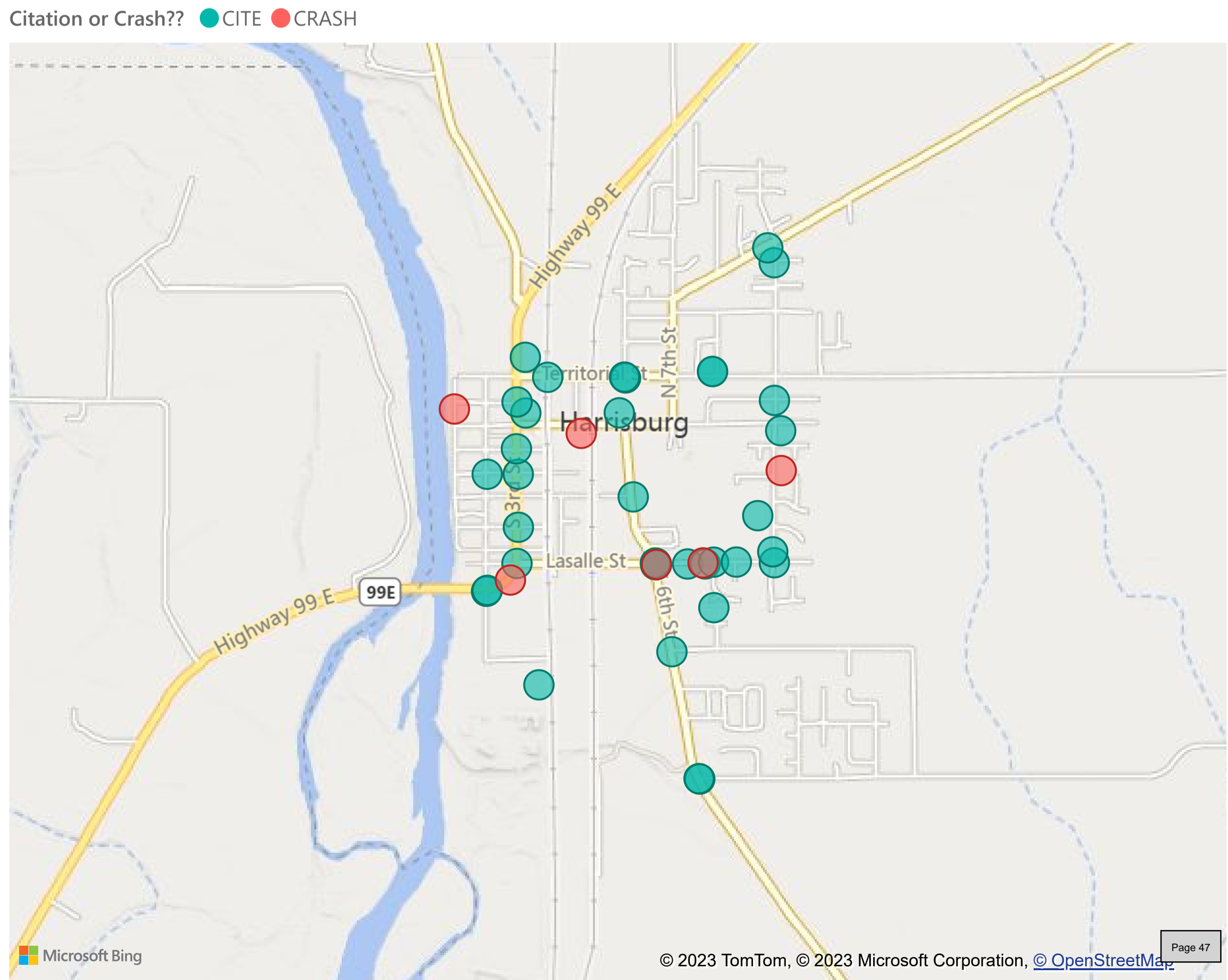
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266220  
266294

CitationCnt by Traffic Group

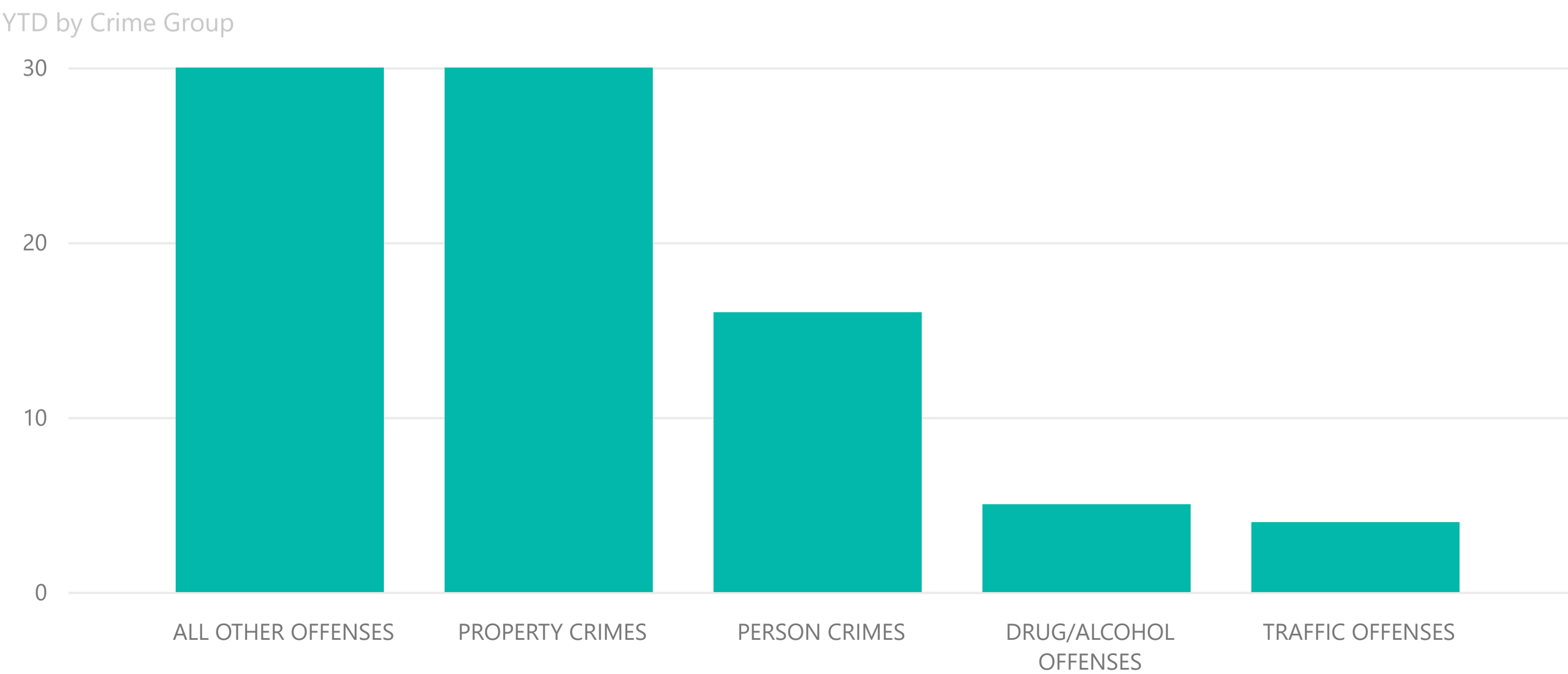


First trci\_id, First chrgdesc, First closecode, First ViolationAddress, First Crash Address, Earliest calldate and First PubN...

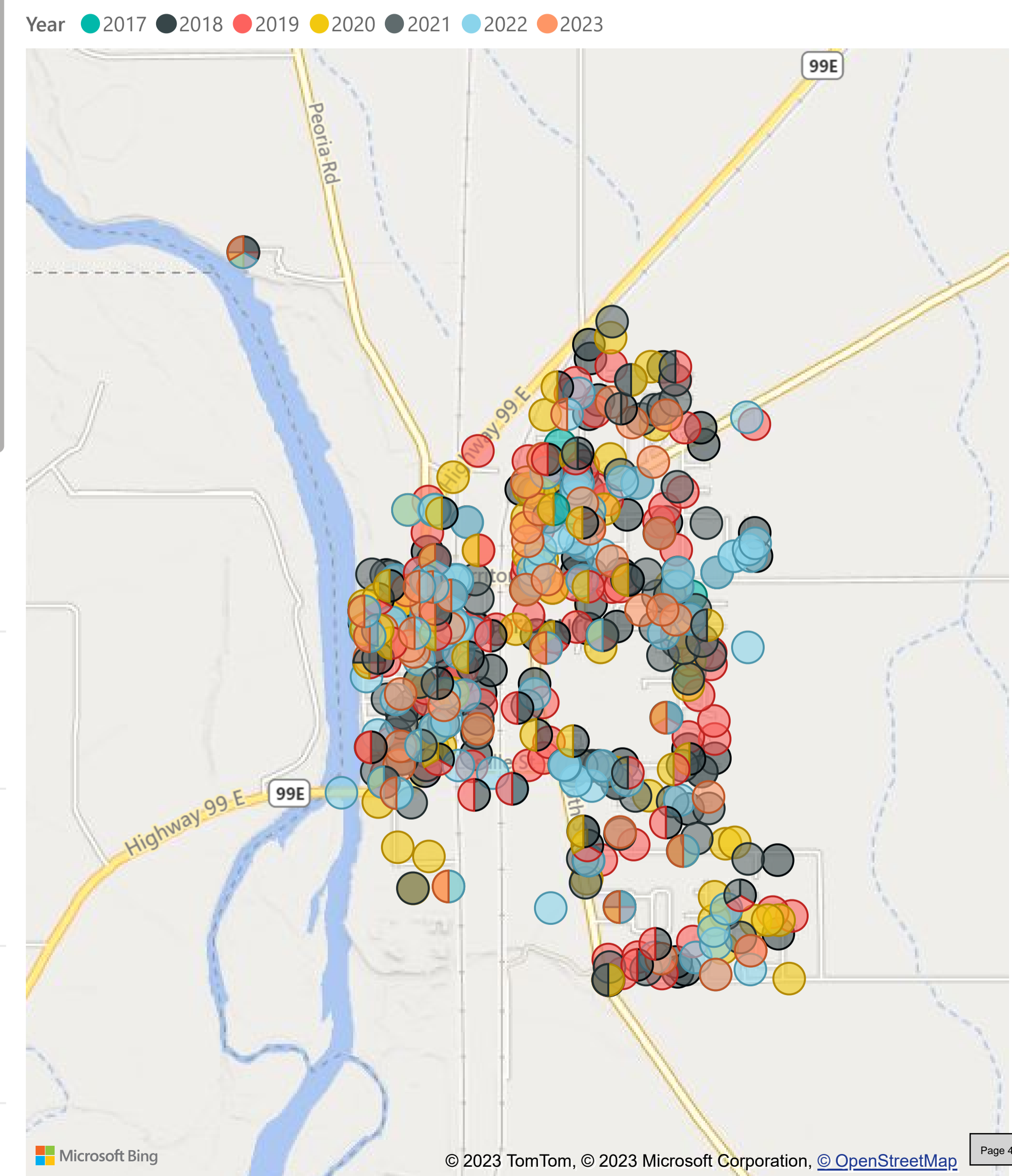


- BRWN
- HALS
- HBRG
- LYON
- MILB
- MILC
- SCIO

Crime Group	YTD	LYTD	YTD2	YTD3	YTD4	YTD5	YPC	5YRAVG	5YRPC
<b>PROPERTY CRIMES</b>	<b>30</b>	<b>35</b>	<b>53</b>	<b>52</b>	<b>38</b>	<b>40</b>	<b>-14.3%</b>	<b>43.60</b>	<b>-31.19%</b>
<b>ALL OTHER OFFENSES</b>	<b>30</b>	<b>40</b>	<b>21</b>	<b>33</b>	<b>40</b>	<b>43</b>	<b>-25.0%</b>	<b>35.40</b>	<b>-15.25%</b>
ALL OTHER CRIMES	4	7	6	5	4	1	-42.9%	4.60	-13.04%
FUGITIVE/WARRANT	19	22	4	9	25	31	-13.6%	18.20	4.40%
SIMPLE TRESPASS	3	3	4	11	4	3	0.0%	5.00	-40.00%
ANIMAL-NUISANCE		2	3	2		2	-100.0%	1.80	-100.00%
MENACING/HARASSMENT/STALKING	1	1	2	1	1	2	0.0%	1.40	-28.57%
DISORDERLY CONDUCT	3	3	1	3	3	4	0.0%	2.80	7.14%
OTHER WEAPONS CRIMES		1	1	2	1		-100.0%	1.00	-100.00%
LITTERING		1			2		-100.0%	0.60	-100.00%
<b>PERSON CRIMES</b>	<b>16</b>	<b>12</b>	<b>7</b>	<b>21</b>	<b>19</b>	<b>7</b>	<b>33.3%</b>	<b>13.20</b>	<b>21.21%</b>
ASSAULT	10	6	4	14	12	7	66.7%	8.60	16.28%
SEX CRIMES	6	6	3	5	7		0.0%	4.20	42.86%
<b>Total</b>	<b>85</b>	<b>97</b>	<b>92</b>	<b>115</b>	<b>112</b>	<b>103</b>	<b>-12.4%</b>	<b>103.80</b>	<b>-18.11%</b>



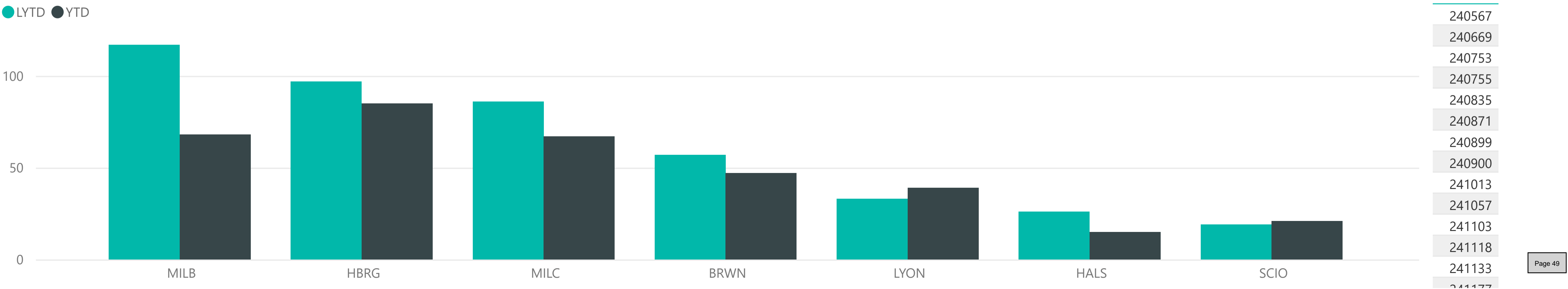
First IBR Group, First ibrcode, First street, First Incident # and Last systab2.Case Status by Year, ...





Year Crime Group	2017			2018			2019			2020			2021				
	LYTD	Count of I...	YPC	LYTD	Count of lw...	YPC	LYTD	Count of I...	YPC	LYTD	Count of...	YPC	LYTD	Count of lwchrgid	YPC	LYTD	Co
<input checked="" type="checkbox"/> ALL OTHER OFFENSES		128	128		268	109.4%	268	241	-10.1%	241	194	-19.5%	194	225	16.0%	225	
<input checked="" type="checkbox"/> DRUG/ALCOHOL OFFENSES		15	15		29	93.3%	29	24	-17.2%	24	23	-4.2%	23	14	-39.1%	14	
<input checked="" type="checkbox"/> PERSON CRIMES		33	33		95	187.9%	95	87	-8.4%	87	98	12.6%	98	69	-29.6%	69	
<input type="checkbox"/> PROPERTY CRIMES		192	192		329	71.4%	329	303	-7.9%	303	305	0.7%	305	360	18.0%	360	
<input checked="" type="checkbox"/> ALL OTHER THEFT/LARCENY		31	31		65	109.7%	65	74	13.8%	74	71	-4.1%	71	65	-8.5%	65	
<input checked="" type="checkbox"/> ARSON		4	4		2	-50.0%	2	3	50.0%	3	3	0.0%	3	2	-33.3%	2	
<input checked="" type="checkbox"/> BICYCLE THEFT		4	4		3	-25.0%	3	4	33.3%	4	1	-75.0%	1	1	0.0%	1	
<input checked="" type="checkbox"/> BURGLARY - OTHER		19	19		20	5.3%	20	27	35.0%	27	19	-29.6%	19	19	0.0%	19	
<input checked="" type="checkbox"/> BURGLARY - RESIDENCE		6	6		19	216.7%	19	20	5.3%	20	14	-30.0%	14	10	-28.6%	10	
<input checked="" type="checkbox"/> FORGERY		2	2		12	500.0%	12	4	-66.7%	4	7	75.0%	7	2	-71.4%	2	
<input checked="" type="checkbox"/> IDENTITY THEFT		5	5		12	140.0%	12	10	-16.7%	10	12	20.0%	12	15	25.0%	15	
<input checked="" type="checkbox"/> OTHER FRAUD		10	10		13	30.0%	13	8	-38.5%	8	10	25.0%	10	18	80.0%	18	
<input checked="" type="checkbox"/> RECOVERED VEHICLE/PROPERTY											1		1	2	100.0%	2	
<b>Total</b>		<b>412</b>	<b>412</b>		<b>775</b>	<b>88.1%</b>	<b>775</b>	<b>718</b>	<b>-7.4%</b>	<b>718</b>	<b>659</b>	<b>-8.2%</b>	<b>659</b>	<b>723</b>	<b>9.7%</b>	<b>723</b>	

LYTD and YTD by Beat



- lwmainid
- 240567
- 240669
- 240753
- 240755
- 240835
- 240871
- 240899
- 240900
- 241013
- 241057
- 241103
- 241118
- 241133
- 241177

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

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

**STAFF REPORT:**

Exhibit A: Coburg 2023 2<sup>nd</sup> Quarter Stats Report

**ACTION:                    DISCUSSION ONLY**

**THIS AGENDA BILL IS DESTINED FOR:** Work Session Agenda July 25, 2023

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
N/A	N/A	N/A

**STAFF RECOMMENDATION:**

**Staff recommend that City Council listen to the presentation provided by Chief Larry Larsen, who hopes to be present at this meeting.**

**BACKGROUND INFORMATION:**

Coburg Police Chief Larry Larson provided the City with quarterly statistics for traffic enforcement and code enforcement services provided in Harrisburg (**Exhibit A**). 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. (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 the Coburg Police Department on a quarterly basis. If a representative is not available, questions can be conveyed by staff.

**REVIEW AND APPROVAL:**

<i>Lori Ross</i>	07/17/2023
Lori Ross	Date
City Recorder	

## First quarter April, May, June 2023:

88 Traffic stops

25 Citations written

49 Written warning

14 verbal warning

<b>April</b>	7 Citations	11 written warnings	25 Traffic stops
<b>May</b>	11 citations	15 written warnings	27 Traffic stops
<b>June</b>	7 Citations	23 written warnings	36 Traffic stops

Officers worked Bailiff Duties for Harrisburg Municipal Court on April, May, and June.

Assisted Linn County Sheriff's Department on a dispute Summerville Loop

## SOME OF THE VIOLATIONS WRITTEN CITATIONS

29 Speeding

10 Fail to obey a traffic control device

1 Driving without seatbelt

3 Driving with expired registration violation

1 window tint violation

1 No operator's license

## SOME OF THE TRAFFIC STOP LOCATIONS

6<sup>th</sup> and Priceboro Road

Tosta Road

6<sup>th</sup> and Arrow leaf

9<sup>th</sup> and Smith

Hwy 99 Substation Road

6<sup>th</sup> and Smith

Coburg Road and Priceboro

4<sup>th</sup> and Smith

3<sup>rd</sup> and Territorial

6<sup>th</sup> and LaSalle

Diamond Hill and Power line

4<sup>th</sup> and Territorial

6<sup>th</sup> and LaSalle

6<sup>th</sup> and Priceboro

3<sup>rd</sup> and Territorial

3<sup>rd</sup> and Territorial

3<sup>rd</sup> and LaSalle

7<sup>th</sup> and Erica

Diamond Hill

6<sup>th</sup> and LaSalle

9<sup>th</sup> and Diamond Hill

30000 block Diamond Hill

7<sup>th</sup> and Territorial

6<sup>th</sup> and Summerville Loop

6<sup>th</sup> and Priceboro

30000 Diamond Hill Road

6<sup>th</sup> and Priceboro

9<sup>th</sup> and Diamond Hill

3<sup>rd</sup> and LaSalle

6<sup>th</sup> and Territorial

6<sup>th</sup> and Priceboro

7<sup>th</sup> and Burton

N 9<sup>th</sup> and Diamond Hill

Langdon Ag

30600 Diamond Hill

Diamond Hill and Crimson

7<sup>th</sup> and Territorial

3<sup>rd</sup> and Kesslering

9<sup>th</sup> and Territorial

7<sup>th</sup> and Quincy

9<sup>th</sup> and Diamond Hill

6<sup>th</sup> and Priceboro

Hwy 99 Grill

Coburg Tosta

Hwy 99 Substation

LaSalle and 6<sup>th</sup>

7<sup>th</sup> and Territorial

## **Harrisburg City Ordinance issues**

Officers work additional issues brought to our attention by Lori or Carol.

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

**THE MATTER OF APPROVING ORDINANCE 998, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 18.50.150(3)”**

**STAFF REPORT:**

- Exhibit A: Staff Report from June 25, 2023
- Exhibit B: Ordinance No. 998

**ACTION: MOTION TO APPROVE ORDINANCE 998, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 18.50.150(3)”**

**THIS AGENDA BILL IS DESTINED FOR:** Agenda – July 25, 2023

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
N/A	N/A	N/A

**STAFF RECOMMENDATION:**


**Staff recommends the City Council approve Ordinance No. 998**

**BACKGROUND INFORMATION:**

The Planning Commission recently recommended to the City Council that the restrictions on accessory structures be loosened somewhat, to allow an accessory structure up to 1,000 sq. ft. in size. The original code didn’t take into account that sometimes property owners don’t already have a primary garage on their property, and that those should be allowed to be larger if desired. (Other discussion points in last month’s staff report are shown in **Exhibit A.**)

The City Council agreed with their recommendation, which will allow a 1,000 sq. ft. garage without a property owner needing to apply for a variance. The provision limiting a property owner to 50% of their homes square footage will still apply and will control circumstances in which the garage size could be almost as large as the home. This kind of size discrepancy is better suited to the more intensive review requirements of a variance. The Ordinance is shown in **Exhibit B.**

**REVIEW AND APPROVAL:**



07.20.23

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Michele Eldridge    Date  
City Administrator

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

**THE MATTER OF RECONSIDERING SIZE LIMITATIONS TO ACCESSORY STRUCTURES IN HMC 18.50.150**

**STAFF REPORT:**

Exhibit A: HMC 18.50.150

**ACTION:                      DISCUSSION & TBD**

**THIS AGENDA BILL IS DESTINED FOR:** Agenda – June 27, 2023

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
N/A	N/A	N/A

**STAFF RECOMMENDATION:**

**Staff recommends a discussion in relation to this subject**

**BACKGROUND INFORMATION:**

Harrisburg’s new development code was adopted in August 2022. It’s typical after reviewing such a substantial code change to find sections that need to be modified, based on their application to actual land use requests. One of the sections that staff remembers as a discussion is in HMC 18.50.150(3) (**Exhibit A**), which is in relation to accessory structures. Planning Commission discussions centered on an accessory structure being secondary to a garage or carport. What we didn’t consider adequately, is that a garage/carport is also considered an accessory structure.

Now that we are actively using the development code and are applying it to property located in the City of Harrisburg, Staff have realized that we need to revise this size limitation. Two citizens in town had both planned on constructing larger garage/shops/RV storage units, and the size limitation of 500 sq. ft. really affected their planned projects. In Harrisburg, we have a lot of people who count on additional space for their wood shops, and hobby areas, or for a home occupation business.

A garage/carport is specifically listed in several sections of the code. HMC 18.65.030(4), talks about residential design, and where a garage should be located on a residential lot; but no size requirements are listed. HMC 18.45.040.5 also mentions garages in the tables, but only in relation to setbacks. The definitions in HMC 19.55 also don’t include any size requirements for a garage/carport. The only location in the Harrisburg Municipal Code that has the size requirements/limitations for a garage/carport, is that in HMC 18.50.150.

Staff checked with John Hitt, who agreed that we hadn't meant to limit the size of a primary garage/carport to 500 sq. ft. Therefore, staff recommended to the Planning Commission that they discuss, and consider amending this section of the code, to allow for a larger 750 sq. ft. limitation for accessory structures. The Planning Commission considered and discussed this issue for a half hour during the meeting, and finally decided to modify the number to 1,000 sq. ft. This matches the size limits of an accessory dwelling, which is also an accessory structure. On June 20<sup>th</sup>, the Planning Commission, on a vote of 3 to 1, decided to recommend to the City Council that they consider a change to allow for up to 1,000 sq. ft. for an accessory structure.

Staff likes that we are able to loosen this restriction somewhat, by increasing the size limitation. The 50% limitation compared to the floor area of a house, is of course, a different kind of limitation. It keeps the buildings on a residential lot to roughly an equivalent scale as the home. This part of the code allows up to 3 accessory structures on a lot. There are two property owners in town who will be enthused by this change.

Staff will have other modifications in the future, including adding a separate line to this same ordinance section that defines size allowances for primary garages/carports, depending upon whether it's an attached, or detached garage/carport. The City Council should discuss whether they agree with the Planning Commission recommendation, and if so, motion to direct Staff to return in the near future, with an ordinance amendment to allow for a larger accessory structure, up to \_\_\_\_\_ sq ft in size.

REVIEW AND APPROVAL:



06.21.23

Michele Eldridge Date  
City Administrator

Exhibit A - Staff Report Item # 21-0033



**ORDINANCE 998****AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 18.50.150(3)**

WHEREAS, the City of Harrisburg recently adopted the City's new Zoning and Development Code; and,

WHEREAS, modifications to the development code are expected as the City applies them to real world applications; and,

WHEREAS, the Planning Commission recently discussed and recommended a change to HMC 18.50.150(3) in order to increase the size of accessory structures, and

WHEREAS, the City Council agrees with the changes that were recommended.

NOW THEREFORE, THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

**Section 1.** The Harrisburg Municipal Code Chapter 18.50.150(3) is amended as shown in **Exhibit A:**

PASSED by the Council this 25<sup>th</sup> Day of July, 2023.

APPROVED by the Mayor this 25<sup>th</sup> Day of July, 2023.

EFFECTIVE the 24<sup>th</sup> Day of August, 2023.

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Mayor Duncan

ATTEST:

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City Recorder

## Exhibit A

### 18.50.150 Accessory structures – Type I or II depending upon zoning.

1. Type I or II Procedures.
  - a. If an accessory structure is located in a residential zone, then a Type I procedure will apply.
  - b. If an accessory structure is located in a commercial or industrial zone, then a Type II procedure will apply.
2. Number of Structures. A maximum of three accessory structures is allowed per legal lot except for:
  - a. Structures 200 square feet or less that are not more than 15 feet in height,
  - b. Structures in the C-1, M-1, M-2, and PUZ zones.
3. Floor Area. An accessory structure cannot exceed the lesser of 50 percent of the floor area of the primary structure or 1,000 square feet, and its height cannot exceed the primary dwelling.
4. Structure Design. Accessory structures include freestanding, metal-framed, canvas-covered, wood, metal, concrete, or glass sheds, garages, greenhouses, etc.
5. Screening and Buffering. The City may require landscaping or a fence to be installed to screen a new accessory building from abutting property uses.
6. Setbacks. Accessory structure walls must be set back at least three feet from the nearest property line. Roof overhangs and similar may encroach not more than one foot into the three-foot setback.
7. Permits. All accessory structures, except those of 200 square feet or less, require a building permit. Those structures with electrical, HVAC, or plumbing require those respective permits.
8. Prohibited Accessory Structures in Residential Zones. Nonallowed structures such as trailers, cargo/freight containers/boxes, or any structure consisting of easily damaged materials or construction, including dilapidated or dangerous structures.
9. Lot Coverage. The total lot coverage percentage of the primary structure, and all accessory structures shall not exceed the allowances of Table 18.45.040.4, except as may be adjusted. [Ord. 987 § 1 (Exh. A), 2022.]

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

**THE MATTER OF APPROVING THE 3<sup>RD</sup> & 4<sup>TH</sup> QUARTER 2022/2023 EXPENSE REPORTS**

**STAFF REPORT:**

Exhibit A: 3<sup>rd</sup> Quarter Expense Report Ending March 31,  
2023

Exhibit B: 4<sup>th</sup> Quarter Expense Report Ending June 30,  
2023

**ACTION:                    MOTION TO APPROVE THE 3<sup>RD</sup> AND 4<sup>TH</sup> QUARTER  
2022/2023 EXPENSE REPORTS.**

**THIS AGENDA BILL IS DESTINED FOR:** Regular Session Agenda – July 25, 2023

<b>BUDGET IMPACT</b>		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	N/A	N/A

**STAFF RECOMMENDATION:**

**Staff recommend Council reviews and approves the 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2022/2023 Expense Reports.**

**BACKGROUND INFORMATION:**

The City’s Finance Officer has prepared the 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2022/2023 Expense Reports for review by the City Council. The report shows all revenues and expenditures for the 3<sup>rd</sup> and 4<sup>th</sup> quarter for fiscal year 2022/2023. We received over 100% of the budgeted property taxes during the 3<sup>rd</sup> Quarter and received another \$28,000 during the 4<sup>th</sup> Quarter bringing our total received to over 106%. We receive more than 500% of what was budgeted for the Invested Revenue across all funds in the 3<sup>rd</sup> Quarter and an impressive additional 265% in the 4<sup>th</sup> Quarter. The interest rate has increased from .6% to 4.05% and is forecasted to keep increasing.

The additional funds above budgeted amount was carried over in the Beginning Fund Balances for this fiscal year which was completed last month. Service Revenue for the Storm, Water and Sewer funds all reached the budgeted projections. All the assessment revenues for the SDC funds, except for Transportation and Parks, meet and or exceed the budgeted amounts. None of the expenditures in any of the funds exceeded the budgeted amount. 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 2022-2023 is audited due to any auditor adjustments or reclassifications.**

REVIEW AND APPROVAL:

Cathy Nelson      07/19/2023  
Cathy Nelson                      Date  
Finance Officer

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**GENERAL FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	1,199,895.00	1,199,895.00	1,080,000.00	119,895.00	111.10%
TAXES	23,663.68	707,449.13	689,500.00	17,949.13	102.60%
FRANCHISE FEES	124,525.06	286,628.01	334,820.00	(48,191.99)	85.61%
LICENSES AND PERMITS	686.00	6,002.44	13,000.00	(6,997.56)	46.17%
INTERGOVERNMENTAL REVENUE	46,354.27	561,428.52	581,830.00	(20,401.48)	96.49%
FINES AND FORFEITURES	15,720.54	40,419.41	44,550.00	(4,130.59)	90.73%
INVESTMENT REVENUE	4,257.19	8,677.38	1,650.00	7,027.38	525.90%
MISCELLANEOUS REVENUE	3,912.93	9,694.69	12,380.00	(2,685.31)	78.31%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND REVENUE**     1,419,014.67    2,820,194.58    2,757,730.00     62,464.58     102.27%

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PERSONNEL	116,402.41	357,774.50	523,850.00	166,075.50	68.30%
MATERIALS & SERVICE	125,718.94	437,328.97	999,110.00	561,781.03	43.77%
CAPITAL OUTLAY	0.00	13,073.53	40,000.00	26,926.47	32.68%
SPECIAL PAYMENTS	0.00	20,000.00	20,000.00	0.00	100.00%
TRANSFERS OUT	138,750.00	456,250.00	595,000.00	138,750.00	76.68%
CONTINGENCY	10,000.00	10,000.00	302,570.00	292,570.00	3.31%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	277,200.00	277,200.00	0.00%

**TOTAL FUND EXPENDITURES**     390,871.35    1,294,427.00    2,757,730.00     1,463,303.00     46.94%

**NET REVENUES OVER EXPENDITURES**     1,028,143.32    1,525,767.58     0.00

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**STREET FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	304,847.00	304,847.00	167,700.00	137,147.00	181.78%
TAXES & ASSESSMENTS	0.00	0.00	0.00	0.00	0.00%
INTERGOVERNMENTAL REVENUE	66,756.78	284,162.45	1,126,500.00	(842,337.55)	25.23%
INVESTMENT REVENUE	3,715.37	7,572.98	1,440.00	6,132.98	525.90%
MISCELLANEOUS REVENUE	400.00	550.00	900.00	(350.00)	61.11%
TRANSFERS IN	42,499.98	127,499.94	170,000.00	(42,500.06)	75.00%
<b>TOTAL FUND REVENUE</b>	<b>418,219.13</b>	<b>724,632.37</b>	<b>1,466,540.00</b>	<b>(741,907.63)</b>	<b>49.41%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
PERSONNEL	10,183.36	31,962.53	52,670.00	20,707.47	60.68%
MATERIALS & SERVICE	6,885.54	46,678.69	103,280.00	56,601.31	45.20%
CAPITAL OUTLAY	1,110.90	128,258.45	853,860.00	725,601.55	15.02%
TRANSFERS OUT	6,575.01	19,725.03	26,300.00	6,574.97	75.00%
CONTINGENCY	0.00	0.00	130,429.00	130,429.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	300,001.00	300,001.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>24,754.81</b>	<b>226,624.70</b>	<b>1,466,540.00</b>	<b>1,239,915.30</b>	<b>15.45%</b>

**NET REVENUES OVER EXPENDITURES**      **393,464.32**      **498,007.67**      **0.00**

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**BIKE FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	43,647.00	43,647.00	43,650.00	(3.00)	99.99%
TAX REVENUE	674.31	1,860.23	2,795.00	(934.77)	66.56%
INVESTMENT REVENUE	154.81	315.54	60.00	255.54	525.90%

<b>TOTAL FUND REVENUE</b>	<b>44,476.12</b>	<b>45,822.77</b>	<b>46,505.00</b>	<b>(682.23)</b>	<b>98.53%</b>
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**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	0.00	46,505.00	46,505.00	0.00%

<b>TOTAL FUND EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>46,505.00</b>	<b>46,505.00</b>	<b>0.00%</b>
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<b>NET REVENUES OVER EXPENDITURES</b>	<b>44,476.12</b>	<b>45,822.77</b>	<b>0.00</b>
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**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**COMMUNITY AND ECONOMIC DEVELOPMENT FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	339,981.00	339,981.00	331,535.00	8,446.00	102.55%
INVESTMENT REVENUE	1,225.56	2,498.03	475.00	2,023.03	525.90%
MISCELLANEOUS REVENUE	325.00	8,404.50	12,500.00	(4,095.50)	67.24%
INTERFUND TRANSFER	54,999.99	164,999.97	220,000.00	(55,000.03)	75.00%
<b>TOTAL FUND REVENUE</b>	<b>396,531.55</b>	<b>515,883.50</b>	<b>564,510.00</b>	<b>(48,626.50)</b>	<b>91.39%</b>

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
MATERIALS & SERVICE	0.00	5,117.33	292,700.00	287,582.67	1.75%
CAPITAL OUTLAY	0.00	0.00	271,810.00	271,810.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>0.00</b>	<b>5,117.33</b>	<b>564,510.00</b>	<b>559,392.67</b>	<b>0.91%</b>

**NET REVENUES OVER EXPENDITURES**      396,531.55      510,766.17      0.00



**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**LIBRARY FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	95,324.00	95,324.00	91,000.00	4,324.00	104.75%
INVESTMENT REVENUE	258.01	525.89	100.00	425.89	525.89%
MISCELLANEOUS REVENUE	3,192.23	21,667.11	19,250.00	2,417.11	112.56%
TRANSFERS IN	21,249.99	63,749.97	85,000.00	(21,250.03)	75.00%
<b>TOTAL FUND REVENUE</b>	<b>120,024.23</b>	<b>181,266.97</b>	<b>195,350.00</b>	<b>(14,083.03)</b>	<b>92.79%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
PERSONNEL	11,087.64	37,637.01	63,210.00	25,572.99	59.54%
MATERIALS & SERVICE	4,741.26	27,929.77	45,165.00	17,235.23	61.84%
CAPITAL OUTLAY	2,799.50	3,987.00	8,000.00	4,013.00	49.84%
CONTINGENCY	0.00	0.00	17,805.00	17,805.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	61,170.00	61,170.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>18,628.40</b>	<b>69,553.78</b>	<b>195,350.00</b>	<b>125,796.22</b>	<b>35.60%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>101,395.83</b>	<b>111,713.19</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**STORM DRAIN FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	232,645.00	232,645.00	230,800.00	1,845.00	100.80%
STORM WATER ASSESSMENT REVENUES	17,495.55	50,313.17	67,320.00	(17,006.83)	74.74%
INVESTMENT REVENUE	1,444.86	2,706.57	560.00	2,146.57	483.32%
MISCELLANEOUS REVENUE	1,250.01	3,750.03	5,000.00	(1,249.97)	75.00%
<b>TOTAL FUND REVENUE</b>	<b><u>252,835.42</u></b>	<b><u>289,414.77</u></b>	<b><u>303,680.00</u></b>	<b><u>(14,265.23)</u></b>	<b><u>95.30%</u></b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
MATERIALS & SERVICE	4,851.18	16,320.65	20,000.00	3,679.35	81.60%
CAPITAL OUTLAY	0.00	0.00	283,680.00	283,680.00	0.00%
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b><u>4,851.18</u></b>	<b><u>16,320.65</u></b>	<b><u>303,680.00</u></b>	<b><u>287,359.35</u></b>	<b><u>5.37%</u></b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b><u>247,984.24</u></b>	<b><u>273,094.12</u></b>	<b><u>0.00</u></b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**BUILDING PERMIT FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	14,927.00	14,927.00	7,150.00	7,777.00	208.77%
PERMIT REVENUE	17,015.20	28,675.51	25,000.00	3,675.51	114.70%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND REVENUE**      **31,942.20**      **43,602.51**      **32,150.00**      **11,452.51**      **135.62%**

**EXPENDITURES  
(REQUIREMENTS)**

<b>REVENUES (RESOURCES)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
MATERIALS & SERVICE	6,410.85	14,983.58	17,750.00	2,766.42	84.41%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%
CONTINGENCY	0.00	0.00	14,400.00	14,400.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND EXPENDITURES**      **6,410.85**      **14,983.58**      **32,150.00**      **17,166.42**      **46.61%**

**NET REVENUES OVER EXPENDITURES**      **25,531.35**      **28,618.93**      **0.00**

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**ELECTRICAL PERMIT FUND**

**REVENUES (RESOURCES)**

NET REVENUES OVER EXPENDITURES	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	3,666.00	3,666.00	3,300.00	366.00	111.09%
PERMIT REVENUE	3,701.75	6,261.94	7,800.00	(1,538.06)	80.28%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND REVENUE**                      **7,367.75**                      **9,927.94**                      **11,100.00**                      **(1,172.06)**                      **89.44%**

**EXPENDITURES  
(REQUIREMENTS)**

CITY OF HARRISBURG	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
MATERIALS & SERVICE	2,562.96	4,554.46	5,445.00	890.54	83.64%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%
CONTINGENCY	0.00	0.00	5,655.00	5,655.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND EXPENDITURES**                      **2,562.96**                      **4,554.46**                      **11,100.00**                      **6,545.54**                      **41.03%**

**NET REVENUES OVER EXPENDITURES**                      **4,804.79**                      **5,373.48**                      **0.00**

**CITY OF HARRISBURG**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**DEBT SERVICES FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	135,880.00	135,880.00	135,865.00	15.00	100.01%
TAXES	13,935.29	416,284.69	444,739.00	(28,454.31)	93.60%
INVESTMENT REVENUE	1,122.36	2,287.68	435.00	1,852.68	525.90%

**TOTAL FUND REVENUE**      150,937.65      554,452.37      581,039.00      (26,586.63)      95.42%

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PRINCIPLE	0.00	0.00	90,000.00	90,000.00	0.00%
INTEREST	0.00	163,881.01	327,765.00	163,883.99	50.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	163,274.00	163,274.00	0.00%

**TOTAL FUND EXPENDITURES**      0.00      163,881.01      581,039.00      417,157.99      28.20%

**NET REVENUES OVER EXPENDITURES**      150,937.65      390,571.36      0.00

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**OFFICE EQUIPMENT FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	13,374.00	13,374.00	29,280.00	(15,906.00)	45.68%
INVESTMENT REVENUE	77.40	157.77	30.00	127.77	525.90%
TRANSFERS IN	0.00	66,000.00	66,000.00	0.00	100.00%

<b>TOTAL FUND REVENUE</b>	<b>13,451.40</b>	<b>79,531.77</b>	<b>95,310.00</b>	<b>(15,778.23)</b>	<b>83.45%</b>
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**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
MATERIALS & SERVICE	1,748.88	51,028.03	60,000.00	8,971.97	85.05%
CAPITAL OUTLAY	2,012.50	3,392.50	35,310.00	31,917.50	9.61%

<b>TOTAL FUND EXPENDITURES</b>	<b>3,761.38</b>	<b>54,420.53</b>	<b>95,310.00</b>	<b>40,889.47</b>	<b>57.10%</b>
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<b>NET REVENUES OVER EXPENDITURES</b>	<b>9,690.02</b>	<b>25,111.24</b>	<b>0.00</b>		
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**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**EQUIPMENT FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	278,836.00	278,836.00	277,680.00	1,156.00	100.42%
INVESTMENT REVENUE	1,006.24	2,051.01	390.00	1,661.01	525.90%
TRANSFERS IN	19,725.03	59,175.09	78,900.00	<b>(19,724.91)</b>	75.00%
<b>TOTAL FUND REVENUE</b>	<b>299,567.27</b>	<b>340,062.10</b>	<b>356,970.00</b>	<b>(16,907.90)</b>	<b>95.26%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	14,156.72	17,351.64	356,970.00	339,618.36	4.86%
<b>TOTAL FUND EXPENDITURES</b>	<b>14,156.72</b>	<b>17,351.64</b>	<b>356,970.00</b>	<b>339,618.36</b>	<b>4.86%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>285,410.55</b>	<b>322,710.46</b>	<b>0.00</b>		

**CITY OF HARRISBURG**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**WATER FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	5,699,139.00	5,699,139.00	5,659,070.00	40,069.00	100.71%
SERVICES REVENUE	147,076.49	470,367.89	630,200.00	(159,832.11)	74.64%
INVESTMENT REVENUE	75,643.19	159,762.69	26,335.00	133,427.69	606.66%
MISCELLANEOUS REVENUE	9,277.50	21,672.50	20,350.00	1,322.50	106.50%
INTERFUND TRANSFERS	10,500.00	31,500.00	42,000.00	(10,500.00)	75.00%
<b>TOTAL FUND REVENUE</b>	<b>5,941,636.18</b>	<b>6,382,442.08</b>	<b>6,377,955.00</b>	<b>4,487.08</b>	<b>100.07%</b>

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PERSONNEL SERVICES	103,689.92	318,221.93	516,285.00	198,063.07	61.64%
MATERIALS & SERVICE	34,414.98	152,005.56	248,130.00	96,124.44	61.26%
CAPITAL OUTLAY	33,778.59	281,156.75	5,192,200.00	4,911,043.25	5.41%
DEBT SERVICES	0.00	0.00	0.00	0.00	0.00%
TRANSFERS OUT	9,075.00	40,225.00	49,300.00	9,075.00	81.59%
CONTINGENCY	0.00	0.00	22,040.00	22,040.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	350,000.00	350,000.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>180,958.49</b>	<b>791,609.24</b>	<b>6,377,955.00</b>	<b>5,586,345.76</b>	<b>12.41%</b>

**NET REVENUES OVER EXPENDITURES**      5,760,677.69      5,590,832.84      0.00



**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**SEWER FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	403,959.00	403,959.00	360,600.00	43,359.00	112.02%
SERVICES REVENUE	210,916.82	583,687.09	817,500.00	(233,812.91)	71.40%
INVESTMENT REVENUE	2,812.42	5,970.99	1,090.00	4,880.99	547.80%
MISCELLANEOUS REVENUE	3,937.50	10,369.50	7,440.00	2,929.50	139.38%
INTERFUND TRANSFERS	13,250.01	39,750.03	53,000.00	(13,249.97)	75.00%
<b>TOTAL FUND REVENUE</b>	<b>634,875.75</b>	<b>1,043,736.61</b>	<b>1,239,630.00</b>	<b>(195,893.39)</b>	<b>84.20%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
PERSONNEL SERVICES	103,689.63	318,081.45	526,285.00	208,203.55	60.44%
MATERIALS & SERVICE	50,693.87	182,227.46	240,300.00	58,072.54	75.83%
CAPITAL OUTLAY	0.00	40,800.74	136,000.00	95,199.26	30.00%
DEBT SERVICES	0.00	36,149.88	117,300.00	81,150.12	30.82%
TRANSFERS OUT	9,075.00	40,225.00	49,300.00	9,075.00	81.59%
CONTINGENCY	0.00	0.00	24,715.00	24,715.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	145,730.00	145,730.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>163,458.50</b>	<b>617,484.53</b>	<b>1,239,630.00</b>	<b>622,145.47</b>	<b>49.81%</b>

**NET REVENUES OVER EXPENDITURES**      471,417.25      426,252.08      0.00

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**WATER RESERVE FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	192,306.00	192,306.00	190,920.00	1,386.00	100.73%
INVESTMENT REVENUE	1,122.36	2,287.68	435.00	1,852.68	525.90%
TRANSFERS IN	0.00	0.00	0.00	0.00	0.00%

<b>TOTAL FUND REVENUE</b>	<b>193,428.36</b>	<b>194,593.68</b>	<b>191,355.00</b>	<b>3,238.68</b>	<b>101.69%</b>
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**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	0.00	191,355.00	191,355.00	0.00%

<b>TOTAL FUND EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>191,355.00</b>	<b>191,355.00</b>	<b>0.00%</b>
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<b>NET REVENUES OVER EXPENDITURES</b>	<b>193,428.36</b>	<b>194,593.68</b>	<b>0.00</b>
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**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**SEWER RESERVE FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	401,230.00	401,230.00	417,020.00	(15,790.00)	96.21%
INVESTMENT REVENUE	1,122.36	2,287.68	435.00	1,852.68	525.90%
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**      402,352.36      403,517.68      417,455.00      (13,937.32)      96.66%

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	57,564.90	417,455.00	359,890.10	13.79%

**TOTAL FUND EXPENDITURES**      0.00      57,564.90      417,455.00      359,890.10      13.79%

**NET REVENUES OVER EXPENDITURES**      402,352.36      345,952.78      0.00

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**TRANSPORTATION SDC FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	378,923.00	378,923.00	328,935.00	49,988.00	115.20%
ASSESSMENTS	10,690.00	12,875.58	18,270.00	(5,394.42)	70.47%
INVESTMENT REVENUE	1,677.07	3,418.36	650.00	2,768.36	525.90%
<b>TOTAL FUND REVENUE</b>	<b>391,290.07</b>	<b>395,216.94</b>	<b>347,855.00</b>	<b>47,361.94</b>	<b>113.62%</b>

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	2,046.20	10,142.11	347,855.00	337,712.89	2.92%
<b>TOTAL FUND EXPENDITURES</b>	<b>2,046.20</b>	<b>10,142.11</b>	<b>347,855.00</b>	<b>337,712.89</b>	<b>2.92%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>389,243.87</b>	<b>385,074.83</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**PARKS SDC FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	224,665.00	224,665.00	233,965.00	(9,300.00)	96.03%
ASSESSMENTS	8,500.00	8,500.00	10,795.00	(2,295.00)	78.74%
INVESTMENT REVENUE	1,225.56	2,498.03	475.00	2,023.03	525.90%
<b>TOTAL FUND REVENUE</b>	<b>234,390.56</b>	<b>235,663.03</b>	<b>245,235.00</b>	<b>(9,571.97)</b>	<b>96.10%</b>

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	40,171.74	245,235.00	205,063.26	16.38%
UNAPPROPRIATED FUND BALANCE	0.00	0.00	0.00	0.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>0.00</b>	<b>40,171.74</b>	<b>245,235.00</b>	<b>205,063.26</b>	<b>16.38%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>234,390.56</b>	<b>195,491.29</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**STORM DRAIN SDC FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	109,986.00	109,986.00	109,960.00	26.00	100.02%
ASSESSMENTS	2,250.00	3,326.69	2,695.00	631.69	123.44%
INVESTMENT REVENUE	438.62	894.04	170.00	724.04	525.91%
<b>TOTAL FUND REVENUE</b>	<b>112,674.62</b>	<b>114,206.73</b>	<b>112,825.00</b>	<b>1,381.73</b>	<b>101.22%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	0.00	38,076.50	112,825.00	74,748.50	33.75%
<b>TOTAL FUND EXPENDITURES</b>	<b>0.00</b>	<b>38,076.50</b>	<b>112,825.00</b>	<b>74,748.50</b>	<b>33.75%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>112,674.62</b>	<b>76,130.23</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**WATER SDC FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	370,679.00	370,679.00	370,615.00	64.00	100.02%
ASSESSMENTS	21,110.00	25,332.00	25,330.00	2.00	100.01%
INVESTMENT REVENUE	1,122.36	2,287.68	435.00	1,852.68	525.90%
<b>TOTAL FUND REVENUE</b>	<b>392,911.36</b>	<b>398,298.68</b>	<b>396,380.00</b>	<b>1,918.68</b>	<b>100.48%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	0.00	25,291.00	396,380.00	371,089.00	6.38%
<b>TOTAL FUND EXPENDITURES</b>	<b>0.00</b>	<b>25,291.00</b>	<b>396,380.00</b>	<b>371,089.00</b>	<b>6.38%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>392,911.36</b>	<b>373,007.68</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2023**

**SEWER SDC FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	866,300.00	866,300.00	866,125.00	175.00	100.02%
ASSESSMENTS	17,950.00	21,540.00	21,535.00	5.00	100.02%
INVESTMENT REVENUE	3,367.05	6,863.00	1,305.00	5,558.00	525.90%

**TOTAL FUND REVENUE**      887,617.05      894,703.00      888,965.00      5,738.00      100.65%

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	61,846.00	888,965.00	827,119.00	6.96%

**TOTAL FUND EXPENDITURES**      0.00      61,846.00      888,965.00      827,119.00      6.96%

**NET REVENUES OVER EXPENDITURES**      887,617.05      832,857.00      0.00



**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**GENERAL FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	1,199,895.00	1,199,895.00	1,080,000.00	119,895.00	111.10%
TAXES	28,254.30	735,703.43	689,500.00	46,203.43	106.70%
FRANCHISE FEES	71,714.81	358,342.82	334,820.00	23,522.82	107.03%
LICENSES AND PERMITS	1,430.00	7,432.44	13,000.00	(5,567.56)	57.17%
INTERGOVERNMENTAL REVENUE	33,738.98	595,167.50	581,830.00	13,337.50	102.29%
FINES AND FORFEITURES	32.84	40,452.25	44,550.00	(4,097.75)	90.80%
INVESTMENT REVENUE	4,385.49	13,062.87	1,650.00	11,412.87	791.69%
MISCELLANEOUS REVENUE	3,389.54	11,557.33	12,380.00	(822.67)	93.35%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND REVENUE**      1,342,840.96    2,961,613.64    2,757,730.00      203,883.64      107.39%

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PERSONNEL	118,391.33	476,165.83	523,850.00	47,684.17	90.90%
MATERIALS & SERVICE	146,004.48	583,333.45	999,110.00	415,776.55	58.39%
CAPITAL OUTLAY	19,422.50	32,496.03	40,000.00	7,503.97	81.24%
SPECIAL PAYMENTS	0.00	20,000.00	20,000.00	0.00	100.00%
TRANSFERS OUT	138,750.00	595,000.00	595,000.00	0.00	100.00%
CONTINGENCY	0.00	10,000.00	302,570.00	292,570.00	3.31%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	277,200.00	277,200.00	0.00%

**TOTAL FUND EXPENDITURES**      422,568.31    1,716,995.31    2,757,730.00      1,040,734.69      62.26%

**NET REVENUES OVER EXPENDITURES**      920,272.65    1,244,618.33      0.00

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**STREET FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	304,847.00	304,847.00	167,700.00	137,147.00	181.78%
TAXES & ASSESSMENTS	0.00	0.00	0.00	0.00	0.00%
INTERGOVERNMENTAL REVENUE	71,289.81	355,452.26	1,126,500.00	(771,047.74)	31.55%
INVESTMENT REVENUE	3,827.35	11,400.33	1,440.00	9,960.33	791.69%
MISCELLANEOUS REVENUE	50.00	600.00	900.00	(300.00)	66.67%
TRANSFERS IN	42,500.06	170,000.00	170,000.00	0.00	100.00%
<b>TOTAL FUND REVENUE</b>	<b>422,514.22</b>	<b>842,299.59</b>	<b>1,466,540.00</b>	<b>(624,240.41)</b>	<b>57.43%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
PERSONNEL	10,733.53	42,696.06	52,670.00	9,973.94	81.06%
MATERIALS & SERVICE	19,750.16	66,428.85	103,280.00	36,851.15	64.32%
CAPITAL OUTLAY	39,285.50	167,543.95	853,860.00	686,316.05	19.62%
TRANSFERS OUT	6,574.97	26,300.00	26,300.00	0.00	100.00%
CONTINGENCY	0.00	0.00	130,429.00	130,429.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	300,001.00	300,001.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>76,344.16</b>	<b>302,968.86</b>	<b>1,466,540.00</b>	<b>1,163,571.14</b>	<b>20.66%</b>

**NET REVENUES OVER EXPENDITURES**      **346,170.06**      **539,330.73**      **0.00**

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**BIKE FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	43,647.00	43,647.00	43,650.00	(3.00)	99.99%
TAX REVENUE	720.10	2,580.33	2,795.00	(214.67)	92.32%
INVESTMENT REVENUE	159.47	475.01	60.00	415.01	791.68%

<b>TOTAL FUND REVENUE</b>	<b>44,526.57</b>	<b>46,702.34</b>	<b>46,505.00</b>	<b>197.34</b>	<b>100.42%</b>
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**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	0.00	0.00	46,505.00	46,505.00	0.00%

<b>TOTAL FUND EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>46,505.00</b>	<b>46,505.00</b>	<b>0.00%</b>
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<b>NET REVENUES OVER EXPENDITURES</b>	<b>44,526.57</b>	<b>46,702.34</b>	<b>0.00</b>
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**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**COMMUNITY AND ECONOMIC DEVELOPMENT FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	339,981.00	339,981.00	331,535.00	8,446.00	102.55%
INVESTMENT REVENUE	1,262.49	3,760.52	475.00	3,285.52	791.69%
MISCELLANEOUS REVENUE	3,457.00	11,861.50	12,500.00	(638.50)	94.89%
INTERFUND TRANSFER	55,000.03	220,000.00	220,000.00	0.00	100.00%
<b>TOTAL FUND REVENUE</b>	<b>399,700.52</b>	<b>575,603.02</b>	<b>564,510.00</b>	<b>11,093.02</b>	<b>101.97%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
MATERIALS & SERVICE	6,932.47	12,049.80	292,700.00	280,650.20	4.12%
CAPITAL OUTLAY	0.00	0.00	271,810.00	271,810.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>6,932.47</b>	<b>12,049.80</b>	<b>564,510.00</b>	<b>552,460.20</b>	<b>2.13%</b>

**NET REVENUES OVER EXPENDITURES**      392,768.05      563,553.22      0.00

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**LIBRARY FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	95,324.00	95,324.00	91,000.00	4,324.00	104.75%
INVESTMENT REVENUE	265.79	791.68	100.00	691.68	791.68%
MISCELLANEOUS REVENUE	505.00	22,172.11	19,250.00	2,922.11	115.18%
TRANSFERS IN	21,250.03	85,000.00	85,000.00	0.00	100.00%
<b>TOTAL FUND REVENUE</b>	<b>117,344.82</b>	<b>203,287.79</b>	<b>195,350.00</b>	<b>7,937.79</b>	<b>104.06%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
PERSONNEL	11,480.81	49,117.82	63,210.00	14,092.18	77.71%
MATERIALS & SERVICE	5,070.49	33,000.26	45,165.00	12,164.74	73.07%
CAPITAL OUTLAY	0.00	3,987.00	8,000.00	4,013.00	49.84%
CONTINGENCY	0.00	0.00	17,805.00	17,805.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	61,170.00	61,170.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>16,551.30</b>	<b>86,105.08</b>	<b>195,350.00</b>	<b>109,244.92</b>	<b>44.08%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>100,793.52</b>	<b>117,182.71</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**STORM DRAIN FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	232,645.00	232,645.00	230,800.00	1,845.00	100.80%
STORM WATER ASSESSMENT REVENUES	17,343.86	67,657.03	67,320.00	337.03	100.50%
INVESTMENT REVENUE	1,488.41	4,194.98	560.00	3,634.98	749.10%
MISCELLANEOUS REVENUE	1,249.97	5,000.00	5,000.00	0.00	100.00%

**TOTAL FUND REVENUE**      252,727.24      309,497.01      303,680.00      5,817.01      101.92%

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
MATERIALS & SERVICE	2,392.28	18,712.93	20,000.00	1,287.07	93.56%
CAPITAL OUTLAY	20,424.00	20,424.00	283,680.00	263,256.00	7.20%
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND EXPENDITURES**      22,816.28      39,136.93      303,680.00      264,543.07      12.89%

**NET REVENUES OVER EXPENDITURES**      229,910.96      270,360.08      0.00

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**BUILDING PERMIT FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	14,927.00	14,927.00	7,150.00	7,777.00	208.77%
PERMIT REVENUE	1,604.85	30,280.36	25,000.00	5,280.36	121.12%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND REVENUE**      **16,531.85**      **45,207.36**      **32,150.00**      **13,057.36**      **140.61%**

**EXPENDITURES  
(REQUIREMENTS)**

<b>REVENUES (RESOURCES)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
MATERIALS & SERVICE	835.42	15,819.00	17,750.00	1,931.00	89.12%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%
CONTINGENCY	0.00	0.00	14,400.00	14,400.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND EXPENDITURES**      **835.42**      **15,819.00**      **32,150.00**      **16,331.00**      **49.20%**

**NET REVENUES OVER EXPENDITURES**      **15,696.43**      **29,388.36**      **0.00**

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**ELECTRICAL PERMIT FUND**

**REVENUES (RESOURCES)**

NET REVENUES OVER EXPENDITURES	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	3,666.00	3,666.00	3,300.00	366.00	111.09%
PERMIT REVENUE	1,280.40	7,542.34	7,800.00	(257.66)	96.70%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND REVENUE**      **4,946.40**      **11,208.34**      **11,100.00**      **108.34**      **100.98%**

**EXPENDITURES  
(REQUIREMENTS)**

CITY OF HARRISBURG	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
MATERIALS & SERVICE	617.74	5,172.20	5,445.00	272.80	94.99%
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00%
CONTINGENCY	0.00	0.00	5,655.00	5,655.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	0.00	0.00	0.00%

**TOTAL FUND EXPENDITURES**      **617.74**      **5,172.20**      **11,100.00**      **5,927.80**      **46.60%**

**NET REVENUES OVER EXPENDITURES**      **4,328.66**      **6,036.14**      **0.00**



**CITY OF HARRISBURG**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**DEBT SERVICES FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	135,880.00	135,880.00	135,865.00	15.00	100.01%
TAXES	16,277.13	432,561.82	444,739.00	(12,177.18)	97.26%
INVESTMENT REVENUE	1,156.18	3,443.86	435.00	3,008.86	791.69%

<b>TOTAL FUND REVENUE</b>	<b>153,313.31</b>	<b>571,885.68</b>	<b>581,039.00</b>	<b>(9,153.32)</b>	<b>98.42%</b>
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**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
PRINCIPLE	90,000.00	90,000.00	90,000.00	0.00	100.00%
INTEREST	163,881.23	327,762.24	327,765.00	2.76	100.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	163,274.00	163,274.00	0.00%

<b>TOTAL FUND EXPENDITURES</b>	<b>253,881.23</b>	<b>417,762.24</b>	<b>581,039.00</b>	<b>163,276.76</b>	<b>71.90%</b>
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<b>NET REVENUES OVER EXPENDITURES</b>	<b>(100,567.92)</b>	<b>154,123.44</b>	<b>0.00</b>	
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**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**OFFICE EQUIPMENT FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	13,374.00	13,374.00	29,280.00	(15,906.00)	45.68%
INVESTMENT REVENUE	79.73	237.50	30.00	207.50	791.67%
TRANSFERS IN	0.00	66,000.00	66,000.00	0.00	100.00%
<b>TOTAL FUND REVENUE</b>	<b>13,453.73</b>	<b>79,611.50</b>	<b>95,310.00</b>	<b>(15,698.50)</b>	<b>83.53%</b>

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
MATERIALS & SERVICE	2,828.51	53,856.54	60,000.00	6,143.46	89.76%
CAPITAL OUTLAY	0.00	3,392.50	35,310.00	31,917.50	9.61%
<b>TOTAL FUND EXPENDITURES</b>	<b>2,828.51</b>	<b>57,249.04</b>	<b>95,310.00</b>	<b>38,060.96</b>	<b>60.07%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>10,625.22</b>	<b>22,362.46</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**EQUIPMENT FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	278,836.00	278,836.00	277,680.00	1,156.00	100.42%
INVESTMENT REVENUE	1,036.57	3,087.58	390.00	2,697.58	791.69%
TRANSFERS IN	19,724.91	78,900.00	78,900.00	0.00	100.00%
<b>TOTAL FUND REVENUE</b>	<b>299,597.48</b>	<b>360,823.58</b>	<b>356,970.00</b>	<b>3,853.58</b>	<b>101.08%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	1,999.45	19,351.09	356,970.00	337,618.91	5.42%
<b>TOTAL FUND EXPENDITURES</b>	<b>1,999.45</b>	<b>19,351.09</b>	<b>356,970.00</b>	<b>337,618.91</b>	<b>5.42%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>297,598.03</b>	<b>341,472.49</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**WATER FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	5,699,139.00	5,699,139.00	5,659,070.00	40,069.00	100.71%
SERVICES REVENUE	151,288.26	621,656.15	630,200.00	(8,543.85)	98.64%
INVESTMENT REVENUE	80,846.62	240,609.31	26,335.00	214,274.31	913.65%
MISCELLANEOUS REVENUE	6,955.00	28,627.50	20,350.00	8,277.50	140.68%
INTERFUND TRANSFERS	10,500.00	42,000.00	42,000.00	0.00	100.00%
<b>TOTAL FUND REVENUE</b>	<b>5,948,728.88</b>	<b>6,632,031.96</b>	<b>6,377,955.00</b>	<b>254,076.96</b>	<b>103.98%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
PERSONNEL SERVICES	108,873.10	427,095.03	516,285.00	89,189.97	82.72%
MATERIALS & SERVICE	36,660.61	188,666.17	248,130.00	59,463.83	76.04%
CAPITAL OUTLAY	13,351.68	294,508.43	5,192,200.00	4,897,691.57	5.67%
DEBT SERVICES	0.00	0.00	0.00	0.00	0.00%
TRANSFERS OUT	9,075.00	49,300.00	49,300.00	0.00	100.00%
CONTINGENCY	0.00	0.00	22,040.00	22,040.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	350,000.00	350,000.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>167,960.39</b>	<b>959,569.63</b>	<b>6,377,955.00</b>	<b>5,418,385.37</b>	<b>15.05%</b>

**NET REVENUES OVER EXPENDITURES**      5,780,768.49      5,672,462.33      0.00

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**SEWER FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	403,959.00	403,959.00	360,600.00	43,359.00	112.02%
SERVICES REVENUE	203,235.74	786,922.83	817,500.00	(30,577.17)	96.26%
INVESTMENT REVENUE	2,897.18	8,868.17	1,090.00	7,778.17	813.59%
MISCELLANEOUS REVENUE	0.00	10,369.50	7,440.00	2,929.50	139.38%
INTERFUND TRANSFERS	13,249.97	53,000.00	53,000.00	0.00	100.00%
<b>TOTAL FUND REVENUE</b>	<b>623,341.89</b>	<b>1,263,119.50</b>	<b>1,239,630.00</b>	<b>23,489.50</b>	<b>101.89%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
PERSONNEL SERVICES	108,873.14	426,954.59	526,285.00	99,330.41	81.13%
MATERIALS & SERVICE	28,125.06	210,352.52	240,300.00	29,947.48	87.54%
CAPITAL OUTLAY	54,291.18	95,091.92	136,000.00	40,908.08	69.92%
DEBT SERVICES	81,150.00	117,299.88	117,300.00	0.12	100.00%
TRANSFERS OUT	9,075.00	49,300.00	49,300.00	0.00	100.00%
CONTINGENCY	0.00	0.00	24,715.00	24,715.00	0.00%
UNAPPROPRIATED ENDING FUND BALANCE	0.00	0.00	145,730.00	145,730.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>281,514.38</b>	<b>898,998.91</b>	<b>1,239,630.00</b>	<b>340,631.09</b>	<b>72.52%</b>

**NET REVENUES OVER EXPENDITURES**      **341,827.51**      **364,120.59**      **0.00**

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**WATER RESERVE FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	192,306.00	192,306.00	190,920.00	1,386.00	100.73%
INVESTMENT REVENUE	1,156.18	3,443.86	435.00	3,008.86	791.69%
TRANSFERS IN	0.00	0.00	0.00	0.00	0.00%
<b>TOTAL FUND REVENUE</b>	<b>193,462.18</b>	<b>195,749.86</b>	<b>191,355.00</b>	<b>4,394.86</b>	<b>102.30%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	0.00	0.00	191,355.00	191,355.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>191,355.00</b>	<b>191,355.00</b>	<b>0.00%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>193,462.18</b>	<b>195,749.86</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**SEWER RESERVE FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	401,230.00	401,230.00	417,020.00	(15,790.00)	96.21%
INVESTMENT REVENUE	1,156.18	3,443.86	435.00	3,008.86	791.69%
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%

<b>TOTAL FUND REVENUE</b>	<b>402,386.18</b>	<b>404,673.86</b>	<b>417,455.00</b>	<b>(12,781.14)</b>	<b>96.94%</b>
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**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	0.00	57,564.90	417,455.00	359,890.10	13.79%

<b>TOTAL FUND EXPENDITURES</b>	<b>0.00</b>	<b>57,564.90</b>	<b>417,455.00</b>	<b>359,890.10</b>	<b>13.79%</b>
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<b>NET REVENUES OVER EXPENDITURES</b>	<b>402,386.18</b>	<b>347,108.96</b>	<b>0.00</b>
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**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**TRANSPORTATION SDC FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	378,923.00	378,923.00	328,935.00	49,988.00	115.20%
ASSESSMENTS	0.00	12,875.58	18,270.00	(5,394.42)	70.47%
INVESTMENT REVENUE	1,727.63	5,145.99	650.00	4,495.99	791.69%
<b>TOTAL FUND REVENUE</b>	<b>380,650.63</b>	<b>396,944.57</b>	<b>347,855.00</b>	<b>49,089.57</b>	<b>114.11%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	165,404.97	175,547.08	347,855.00	172,307.92	50.47%
<b>TOTAL FUND EXPENDITURES</b>	<b>165,404.97</b>	<b>175,547.08</b>	<b>347,855.00</b>	<b>172,307.92</b>	<b>50.47%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>215,245.66</b>	<b>221,397.49</b>	<b>0.00</b>		



**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**PARKS SDC FUND**

**REVENUES (RESOURCES)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	DIFFERENCE	PERCENTAGE
BEGINNING FUND BALANCE	224,665.00	224,665.00	233,965.00	(9,300.00)	96.03%
ASSESSMENTS	0.00	8,500.00	10,795.00	(2,295.00)	78.74%
INVESTMENT REVENUE	1,262.49	3,760.52	475.00	3,285.52	791.69%
<b>TOTAL FUND REVENUE</b>	<b>225,927.49</b>	<b>236,925.52</b>	<b>245,235.00</b>	<b>(8,309.48)</b>	<b>96.61%</b>

**EXPENDITURES  
(REQUIREMENTS)**

OBJECT CLASSIFICATION (DESCRIPTION)	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PERCENTAGE
CAPITAL OUTLAY	(19,487.00)	20,684.74	245,235.00	224,550.26	8.43%
UNAPPROPRIATED FUND BALANCE	0.00	0.00	0.00	0.00	0.00%
<b>TOTAL FUND EXPENDITURES</b>	<b>(19,487.00)</b>	<b>20,684.74</b>	<b>245,235.00</b>	<b>224,550.26</b>	<b>8.43%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>245,414.49</b>	<b>216,240.78</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**STORM DRAIN SDC FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	109,986.00	109,986.00	109,960.00	26.00	100.02%
ASSESSMENTS	0.00	3,326.69	2,695.00	631.69	123.44%
INVESTMENT REVENUE	451.84	1,345.88	170.00	1,175.88	791.69%
<b>TOTAL FUND REVENUE</b>	<b>110,437.84</b>	<b>114,658.57</b>	<b>112,825.00</b>	<b>1,833.57</b>	<b>101.63%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	49,515.00	87,591.50	112,825.00	25,233.50	77.63%
<b>TOTAL FUND EXPENDITURES</b>	<b>49,515.00</b>	<b>87,591.50</b>	<b>112,825.00</b>	<b>25,233.50</b>	<b>77.63%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>60,922.84</b>	<b>27,067.07</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**WATER SDC FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	370,679.00	370,679.00	370,615.00	64.00	100.02%
ASSESSMENTS	0.00	25,332.00	25,330.00	2.00	100.01%
INVESTMENT REVENUE	1,156.18	3,443.86	435.00	3,008.86	791.69%
<b>TOTAL FUND REVENUE</b>	<b>371,835.18</b>	<b>399,454.86</b>	<b>396,380.00</b>	<b>3,074.86</b>	<b>100.78%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	11,611.34	36,902.34	396,380.00	359,477.66	9.31%
<b>TOTAL FUND EXPENDITURES</b>	<b>11,611.34</b>	<b>36,902.34</b>	<b>396,380.00</b>	<b>359,477.66</b>	<b>9.31%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>360,223.84</b>	<b>362,552.52</b>	<b>0.00</b>		

**CITY OF HARRISBURG  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING JUNE 30, 2023**

**SEWER SDC FUND**

**REVENUES (RESOURCES)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>DIFFERENCE</b>	<b>PERCENTAGE</b>
BEGINNING FUND BALANCE	866,300.00	866,300.00	866,125.00	175.00	100.02%
ASSESSMENTS	0.00	21,540.00	21,535.00	5.00	100.02%
INVESTMENT REVENUE	3,468.53	10,331.53	1,305.00	9,026.53	791.69%
<b>TOTAL FUND REVENUE</b>	<b>869,768.53</b>	<b>898,171.53</b>	<b>888,965.00</b>	<b>9,206.53</b>	<b>101.04%</b>

**EXPENDITURES  
(REQUIREMENTS)**

<b>OBJECT CLASSIFICATION (DESCRIPTION)</b>	<b>PERIOD ACTUAL</b>	<b>YTD ACTUAL</b>	<b>BUDGET</b>	<b>REMAINING</b>	<b>PERCENTAGE</b>
CAPITAL OUTLAY	11,611.35	73,457.35	888,965.00	815,507.65	8.26%
<b>TOTAL FUND EXPENDITURES</b>	<b>11,611.35</b>	<b>73,457.35</b>	<b>888,965.00</b>	<b>815,507.65</b>	<b>8.26%</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>858,157.18</b>	<b>824,714.18</b>	<b>0.00</b>		

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

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**THE MATTER OF APPROVING THE CONSENT LIST**

**STAFF REPORT:**

- Exhibit A: Payment Approval Report for June 2023
- Exhibit B: Appointment of Kristi Prozialeck to the Library Board
- Exhibit C: Out of State Travel for Michele Eldridge
- Exhibit D: Municipal Court Collections Report June 2023
- Exhibit E: Municipal Court Citation Report June 2023

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

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

- 1. The Payment Approval Report for June 2023**
- 2. Appointment of Kristi Prozialeck to the Library Board with a term ending June 30, 2027**
- 3. Out of State Travel for Michele Eldridge to attend the NW Economic Development Course in Lacey Washington**

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**THIS AGENDA BILL IS DESTINED FOR:** Consent Agenda –July 25, 2023

**STAFF RECOMMENDATION:**

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

**Building Permits:**

May 2023:    Submitted: 8  
                  Issued: 8  
New Homes: 0

**Residential Valuation:**    \$0.00  
**Commercial Valuation:** \$0.00  
**2023 YTD Valuation:**    \$930,142

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

**Business Licenses Issued:**

- **Lola’s:** Owner is Jon Faulconer. Lola’s Coffee Shop is located at 260 N 3<sup>rd</sup> St. They will be selling crafted espresso drinks, non-espresso drinks, bakery, and brunch items.

**Harrisburg Municipal Court:**

- Collection Report (**EXHIBIT D**) for the month of June 2023 is \$6,441.00 which includes \$120.00 from collections.
- There were 20 citations issued in the month of June 2023 for a total of 24 offenses (**EXHIBIT E**). The citations included four Misdemeanor Failure to Appear charges for defendants who didn’t appear for their criminal arraignments.

**Committee Minutes:** *Please note all committee/board minutes are approved by the individual committee, and not by the City Council consent agenda approval.*

**Harrisburg and HRA Budget Committee Chairperson: Randy Klemm**

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

*Next Scheduled Meeting: TBD*

**Library Board: Chairperson: Pro-Tem Chairperson Dez Hansen**

The Library Board last met on July 11, 2023. Those minutes are not yet available.

*Next Scheduled Meeting: September 5, 2023*

**Personnel Committee: Chairperson; Kimberly Downey**

The Personnel Committee did not meet in the month of June.

*Next Scheduled Meeting: TBD*

**Planning Commission: Chairperson; Todd Culver**

The Planning Commission last met on June 20, 2023. Those minutes are not yet available.

*Next Scheduled Meeting: July 18, 2023*

**REVIEW AND APPROVAL:**

*Lori Ross*

07/17/2023

Lori Ross

Date

City Recorder

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
<b>1206</b>						
1206	Analytical Lab & Consultants	157556	Water Testing	05/03/2023	316.00	52-65-4200
1206	Analytical Lab & Consultants	157729	Water Testing	05/10/2023	252.00	51-65-4200
1206	Analytical Lab & Consultants	157730	Water Testing	05/10/2023	148.00	52-65-4200
1206	Analytical Lab & Consultants	157749	Water Testing	05/11/2023	148.00	52-65-4200
1206	Analytical Lab & Consultants	157931	Water Testing	05/17/2023	240.00	52-65-4200
1206	Analytical Lab & Consultants	157987	Water Testing	05/19/2023	56.00	51-65-4200
1206	Analytical Lab & Consultants	158118	Water Testing	05/24/2023	240.00	52-65-4200
1206	Analytical Lab & Consultants	158268	Water Testing	05/31/2023	148.00	52-65-4200
Total 1206:					1,548.00	
<b>2225</b>						
2225	B & I Hardware & Rental	607394	P/W Misc Supplies.	05/09/2023	50.83	10-72-6700
2225	B & I Hardware & Rental	610757	P/W Misc Supplies.	05/22/2023	99.95	10-72-6700
Total 2225:					150.78	
<b>3200</b>						
3200	Barnes & Noble, Inc.	4437388	Reading Gift Cards	06/07/2023	500.00	24-60-2700
Total 3200:					500.00	
<b>4019</b>						
4019	Better Portable Toilets, Inc.	42265	PW Misc Supplies	06/07/2023	125.00	10-72-6700
Total 4019:					125.00	
<b>3697</b>						
3697	Brewer and Coulombe, PC	503124	Attorney Fees	06/20/2023	595.00	10-42-2500
3697	Brewer and Coulombe, PC	503125	Attorney Fees	06/20/2023	612.50	10-42-2700
Total 3697:					1,207.50	
<b>3804</b>						
3804	Carrot-Top Industries Inc	SO52045652	Misc Exp	06/20/2023	1,219.63	10-72-4000
Total 3804:					1,219.63	
<b>3407</b>						
3407	Cascade Health Solutions	38738	CDL Consortium Requirements	06/05/2023	135.00	51-65-3300
3407	Cascade Health Solutions	38738	CDL Consortium Requirements	06/05/2023	135.00	52-65-3300
3407	Cascade Health Solutions	38738	CDL Consortium Requirements	06/05/2023	688.00	11-44-5000
Total 3407:					958.00	
<b>3920</b>						
3920	Cathy Nelson	62923	Mileage	06/29/2023	117.90	10-63-2300
Total 3920:					117.90	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
<b>3773</b>						
3773	CenturyLink	644503479	Phone Bill	06/04/2023	.44	10-69-3500
3773	CenturyLink	MAY 2023	Phone Bill	05/26/2023	41.68	52-65-3500
3773	CenturyLink	MAY 2023	Phone Bill	05/26/2023	45.33	52-65-3500
3773	CenturyLink	MAY 2023	Phone Bill	05/26/2023	43.78	51-65-3500
3773	CenturyLink	MAY 2023	Phone Bill	05/26/2023	41.83	51-65-3500
3773	CenturyLink	MAY 2023	Phone Bill	05/26/2023	56.97	52-65-3500
3773	CenturyLink	MAY 2023	Phone Bill	05/26/2023	40.13	52-65-3500
3773	CenturyLink	MAY 2023	Phone Bill	05/26/2023	45.33	52-65-3500
3773	CenturyLink	MAY 2023	Phone Bill	05/26/2023	41.83	10-69-3500
3773	CenturyLink	MAY 2023	Phone Bill	05/26/2023	41.68	52-65-3500
Total 3773:					399.00	
<b>2939</b>						
2939	Cobalt Computer Services, Inc.	25855	Computer Service	05/31/2023	129.37	51-74-2300
2939	Cobalt Computer Services, Inc.	25855	Computer Service	05/31/2023	129.38	52-74-2300
2939	Cobalt Computer Services, Inc.	25855	Computer Service	05/31/2023	632.50	40-65-8010
2939	Cobalt Computer Services, Inc.	25904	Computer Service	05/31/2023	287.38	40-65-8015
Total 2939:					1,178.63	
<b>2720</b>						
2720	Comcast	JUNE 2023	Internet Service	06/02/2023	330.77	10-60-2000
2720	Comcast	JUNE 2023 LIB	Internet Service	05/23/2023	286.85	24-60-2525
2720	Comcast	JUNE 2023 PW	Internet Service	06/01/2023	151.42	51-65-3550
2720	Comcast	JUNE 2023 PW	Internet Service	06/01/2023	151.42	52-65-3550
Total 2720:					920.46	
<b>1210</b>						
1210	Conser Quarry Company	111394	Gravel	05/24/2023	339.26	51-65-2400
Total 1210:					339.26	
<b>3913</b>						
3913	DataBar Inc	261987	W/S Utility Statements	06/08/2023	369.97	51-74-2200
3913	DataBar Inc	261987	W/S Utility Statements	06/08/2023	369.96	52-74-2200
Total 3913:					739.93	
<b>3966</b>						
3966	DCBS Fiscal Services	MAY 2023	State Surcharge - Building/Electric	05/31/2023	32.84	26-70-1050
3966	DCBS Fiscal Services	MAY 2023	State Surcharge - Building/Electric	05/31/2023	29.16	27-70-1050
Total 3966:					62.00	
<b>3807</b>						
3807	Equinox Software, Inc	0001271	Library Software	05/22/2023	1,000.00	24-60-2800
Total 3807:					1,000.00	
<b>1946</b>						
1946	Ferguson Waterworks	1204002	P/W Misc. Expense	05/19/2023	575.56	51-65-4600
1946	Ferguson Waterworks	1205478	P/W Misc. Expense	06/02/2023	2,635.05	51-65-4600



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 1946:					3,210.61	
<b>1218</b>						
1218	Grainger	9716096806	Misc. P/W Supplies	05/22/2023	313.48	51-65-4600
1218	Grainger	9719152960	Misc. P/W Supplies	05/24/2023	177.25	41-78-8170
Total 1218:					490.73	
<b>1947</b>						
1947	H & J Construction, Inc.	5300	P/W Misc Expense	05/25/2023	3,495.00	25-70-8000
Total 1947:					3,495.00	
<b>3784</b>						
3784	Harrisburg Area Museum Trust	2022	Museum Operating Agreement	06/01/2023	4,000.00	10-53-2900
Total 3784:					4,000.00	
<b>1220</b>						
1220	Hurd's Custom Machinery, Inc.	37968	Public Works Supplies	05/01/2023	48.97	10-72-4000
1220	Hurd's Custom Machinery, Inc.	38394	Public Works Supplies	05/18/2023	72.86	10-72-4000
Total 1220:					121.83	
<b>1221</b>						
1221	Jerry's Home Improvement	198929/1	Misc Public Works Supplies	05/09/2023	72.76	10-72-4000
1221	Jerry's Home Improvement	200112/1	Misc Public Works Supplies	05/16/2023	111.72	10-72-6700
Total 1221:					184.48	
<b>3432</b>						
3432	John Deere Financial	4428569	Misc P/W Exp	06/01/2023	236.31	10-72-6700
3432	John Deere Financial	4428569	Misc P/W Exp	06/01/2023	1,110.48	41-78-8170
3432	John Deere Financial	4428569	Misc P/W Exp	06/01/2023	59.34	11-44-6000
Total 3432:					1,406.13	
<b>3968</b>						
3968	Junction City	MAY 2023	Building/Electrical Permit Fees	05/31/2023	177.87	26-70-1000
3968	Junction City	MAY 2023	Building/Electrical Permit Fees	05/31/2023	346.09	27-70-1000
Total 3968:					523.96	
<b>3990</b>						
3990	Junction City Point S	1009483	Repairs	05/30/2023	1,142.95	11-45-2100
3990	Junction City Point S	1009483	Repairs	05/30/2023	1,333.44	51-73-2100
3990	Junction City Point S	1009483	Repairs	05/30/2023	1,333.45	52-73-2100
Total 3990:					3,809.84	
<b>3683</b>						
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	21.18	24-60-2000
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	536.33	24-60-2000
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	69.00	10-53-2200
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	12.78	10-60-2300
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	14.99	24-60-2000

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	11.99	24-60-3050
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	33.50	10-53-2200
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	307.36	10-63-2200
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	165.75	10-60-2600
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	4.28	52-65-4600
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	79.98	10-72-4000
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	965.73	11-43-2100
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	11.79	10-37-2100
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	436.02	10-72-4000
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	400.52	41-78-8170
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	26.22	23-70-2500
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	54.99	10-53-2200
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	26.53	10-53-2900
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	77.00	10-53-2200
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	48.00	10-60-2400
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	4.29	51-65-4600
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	7.60	11-44-6100
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	5.98	11-44-6100
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	12.41	11-44-6100
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	122.93	10-72-6700
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	8.80	23-70-2500
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	100.51	23-70-2500
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	121.54	10-53-2200
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	70.00	10-53-2000
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	25.00	10-53-2000
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	2.50	10-53-2200
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	307.36	10-63-2200
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	46.93	11-44-6100
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	67.90	24-60-3050
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	12.95	24-60-2000
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	27.75	24-60-2000
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	89.97	24-60-3050
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	270.12	10-63-2200
3683	Keybank N.A.	MAY 2023	Misc Credit Card Charges	05/20/2023	405.18	10-63-2200
Total 3683:					5,013.66	
<b>3883</b>						
3883	Knox Ag Irrigaion, Inc	4293	Misc P/W Exp	05/29/2023	140.98	52-65-4600
Total 3883:					140.98	
<b>3995</b>						
3995	Kristi Prozialeck	5147	Refund	06/01/2023	425.00	10-37-4000
Total 3995:					425.00	
<b>3819</b>						
3819	Linn County Treasurer	APRIL 2023	Court Revenue Payout	04/30/2023	287.86	10-42-2200
3819	Linn County Treasurer	MAY 2023	Court Revenue Payout	05/31/2023	179.22	10-42-2200
Total 3819:					467.08	
<b>4012</b>						
4012	Luis Tomas Ruiz	22-M-0007 6/2	Restitution	05/31/2023	100.00	10-42-2200

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 4012:					100.00	
<b>3970</b>						
3970	M.L. Houck Construction Co	21-009A #4	Construction	05/30/2023	11,611.34	63-70-7000
3970	M.L. Houck Construction Co	21-009A #4	Construction	05/30/2023	11,611.35	64-70-7000
Total 3970:					23,222.69	
<b>3988</b>						
3988	McClinton Painting	2304-0711-173	Paint	05/25/2023	7,689.50	10-85-3150
Total 3988:					7,689.50	
<b>1984</b>						
1984	McCrometer, Inc.	592056	P/W Misc. Expense	04/06/2023	2,215.10	51-65-4600
Total 1984:					2,215.10	
<b>1077</b>						
1077	Michele Eldrdige	604232	Reimbursements	06/04/2023	382.26	10-63-2300
1077	Michele Eldrdige	604232	Reimbursements	06/04/2023	46.94	23-70-2500
1077	Michele Eldrdige	604232	Reimbursements	06/04/2023	4.00	10-53-2200
1077	Michele Eldrdige	ICMA 6.23	Per Diem	06/04/2023	193.00	10-63-2200
Total 1077:					626.20	
<b>1580</b>						
1580	Mid Valley Newspapers	153269-1	Public Hearing Notice	05/05/2023	239.84	10-41-3000
1580	Mid Valley Newspapers	153619-1	Public Hearing Notice	06/01/2023	336.56	10-50-2100
1580	Mid Valley Newspapers	153619-1	Public Hearing Notice	06/01/2023	781.52	10-41-3000
1580	Mid Valley Newspapers	153619-1	Public Hearing Notice	06/01/2023	634.64	71-50-2200
Total 1580:					1,992.56	
<b>2644</b>						
2644	Net Assets	54-202305	Lien Searches	06/01/2023	123.00	10-53-2250
Total 2644:					123.00	
<b>3921</b>						
3921	Northwest Electrical Construction,	5157	Electrical	06/13/2023	305.19	10-72-4000
Total 3921:					305.19	
<b>1102</b>						
1102	NW Natural Gas Co.	JUNE 23	Utilities	06/08/2023	16.61	10-69-2000
1102	NW Natural Gas Co.	JUNE 23 PUM	Utilities	06/09/2023	49.18	52-65-2700
1102	NW Natural Gas Co.	JUNE 23 PW	Utilities	06/08/2023	29.16	51-65-2700
Total 1102:					94.95	
<b>2201</b>						
2201	Occidental Chemical Corporation	1204155397	PW Misc. Expense	10/28/2022	8,623.08	51-65-4000
Total 2201:					8,623.08	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
<b>1245</b>						
1245	One Call Concepts, Inc.	3050384	Locates	05/31/2023	16.10	51-65-4600
1245	One Call Concepts, Inc.	3050384	Locates	05/31/2023	16.10	52-65-4600
Total 1245:					32.20	
<b>1033</b>						
1033	Oregon Department of Revenue	APRIL 2023	Court Revenue Payout	04/30/2023	953.07	10-42-2200
1033	Oregon Department of Revenue	MAY 2023	Court Revenue Payout	05/31/2023	776.05	10-42-2200
Total 1033:					1,729.12	
<b>1862</b>						
1862	Oregon DMV	L0045506966	Record Inquiry	05/31/2023	16.35	10-42-2800
Total 1862:					16.35	
<b>3096</b>						
3096	Pacific Office Automation	162383	Telephone	05/23/2023	99.31	52-65-3500
3096	Pacific Office Automation	162383	Telephone	05/23/2023	99.31	51-65-3500
3096	Pacific Office Automation	162383	Telephone	05/23/2023	99.31	10-69-3500
3096	Pacific Office Automation	162383	Telephone	05/23/2023	25.21	24-60-2500
3096	Pacific Office Automation	171528	Copier Contract	05/29/2023	6.54	10-60-2100
3096	Pacific Office Automation	171528	Copier Contract	05/29/2023	6.54	51-74-2000
3096	Pacific Office Automation	171528	Copier Contract	05/29/2023	6.53	52-74-2000
3096	Pacific Office Automation	181656	Copier Contract	05/31/2023	20.08	10-60-2100
3096	Pacific Office Automation	181656	Copier Contract	05/31/2023	20.07	51-74-2000
3096	Pacific Office Automation	181656	Copier Contract	05/31/2023	20.07	52-74-2000
Total 3096:					402.97	
<b>1079</b>						
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	57.79	52-65-2600
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	20.60	10-69-2500
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	7.71	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	12.06	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	12.06	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	9.68	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	18.83	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	380.52	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	35.92	11-44-2000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	5,221.75	51-65-2600
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	799.07	51-65-2600
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	137.84	51-65-2600
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	440.20	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	69.35	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	1,053.22	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	42.76	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	132.59	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	236.75	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	562.87	25-65-2500
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	20.48	25-65-2500
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	35.02	25-65-2500
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	84.77	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	53.94	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	28.40	10-69-3000
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	73.09	52-65-2600

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	761.74	52-65-2600
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	45.42	52-65-2600
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	19.01	52-65-2600
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	46.08	52-65-2600
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	31.62	10-72-6700
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	383.58	10-69-2500
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	17.96	10-69-2500
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	37.19	10-69-2500
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	66.82	10-69-2500
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	331.62	10-69-2500
1079	Pacific Power & Light Company	JUNE 2023	UTILITIES	06/14/2023	38.01	52-65-2600
Total 1079:					11,326.32	
<b>4023</b>						
4023	Pulse Design Inc.	060923	Signage	06/20/2023	3,975.00	10-72-4000
Total 4023:					3,975.00	
<b>4024</b>						
4024	Reflective Incorporated	3605	Signage	06/15/2023	2,738.34	11-43-2000
4024	Reflective Incorporated	3605	Signage	06/15/2023	2,738.33	11-43-3000
4024	Reflective Incorporated	3605	Signage	06/15/2023	2,738.33	11-44-6000
Total 4024:					8,215.00	
<b>3582</b>						
3582	Sierra Springs	21792967 0527	Bottled Water	05/27/2023	126.39	10-53-2200
3582	Sierra Springs	217929670624	Bottled Water	06/24/2023	103.09	10-53-2200
Total 3582:					229.48	
<b>2124</b>						
2124	Skip Tracer & Lads	16232	Misc. P/W Expense	06/07/2023	1,925.00	10-72-6700
2124	Skip Tracer & Lads	16237	Misc. P/W Expense	06/09/2023	2,070.00	11-44-6000
Total 2124:					3,995.00	
<b>3999</b>						
3999	South Valley Automotive \$ Custo	11560A	Public Works Misc	05/10/2023	49.27	11-45-2100
3999	South Valley Automotive \$ Custo	11560A	Public Works Misc	05/10/2023	57.48	51-73-2100
3999	South Valley Automotive \$ Custo	11560A	Public Works Misc	05/10/2023	57.48	52-73-2100
Total 3999:					164.23	
<b>2927</b>						
2927	Staples Business Advantage	3538590812	Office Supplies	05/23/2023	5.53	10-60-2300
2927	Staples Business Advantage	3538590812	Office Supplies	05/23/2023	5.53	51-74-2400
2927	Staples Business Advantage	3538590812	Office Supplies	05/23/2023	5.52	52-74-2400
2927	Staples Business Advantage	3538590813	Office Supplies	05/23/2023	6.71	10-60-2300
2927	Staples Business Advantage	3538590813	Office Supplies	05/23/2023	6.71	51-74-2400
2927	Staples Business Advantage	3538590813	Office Supplies	05/23/2023	6.72	52-74-2400
2927	Staples Business Advantage	3538662784	Office Supplies	05/24/2023	24.86	10-60-2300
2927	Staples Business Advantage	3538662784	Office Supplies	05/24/2023	24.86	51-74-2400
2927	Staples Business Advantage	3538662784	Office Supplies	05/24/2023	24.86	52-74-2400
2927	Staples Business Advantage	3539345404	Office Supplies	05/31/2023	23.00	10-60-2300
2927	Staples Business Advantage	3539345404	Office Supplies	05/31/2023	22.99	51-74-2400

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
2927	Staples Business Advantage	3539345404	Office Supplies	05/31/2023	23.00	52-74-2400
2927	Staples Business Advantage	3540283486	Office Supplies	06/13/2023	48.90	10-60-2300
2927	Staples Business Advantage	3540283486	Office Supplies	06/13/2023	48.89	51-74-2400
2927	Staples Business Advantage	3540283486	Office Supplies	06/13/2023	48.89	52-74-2400
Total 2927:					326.97	
<b>3341</b>						
3341	Steve Ensley	6.13.2023 REI	Reimbursement	06/13/2023	110.00	11-44-5000
Total 3341:					110.00	
<b>3243</b>						
3243	Synergy Security Solutions	14058	Water Plant Security Maintenance	06/19/2023	175.00	52-65-2400
Total 3243:					175.00	
<b>4001</b>						
4001	Up the Creek Cutting & Excavatio	2054	Tree Removal	06/05/2023	23,636.50	52-78-7035
Total 4001:					23,636.50	
<b>3826</b>						
3826	Valley Argonomics LLC	74030334	Misc P/W Exp	05/31/2023	30.00-	25-65-2000
3826	Valley Argonomics LLC	74030562	Misc P/W Exp	06/06/2023	112.10	25-65-2000
3826	Valley Argonomics LLC	74030571	Misc P/W Exp	06/07/2023	56.05	25-65-2000
Total 3826:					138.15	
<b>3663</b>						
3663	Water Refunds	#11681.02A	Utility Billing Overpayment	06/01/2023	21.85	01-1075
3663	Water Refunds	#337.02	Utility Billing Overpayment	06/01/2023	3.54	01-1075
3663	Water Refunds	#459.03A	Utility Billing Overpayment	06/05/2023	58.09	01-1075
3663	Water Refunds	#474.11	Utility Billing Overpayment	06/28/2023	.85	01-1075
3663	Water Refunds	#482.07	Utility Billing Overpayment	06/28/2023	5.80	01-1075
3663	Water Refunds	#510.03	Utility Billing Overpayment	06/21/2023	60.02	01-1075
3663	Water Refunds	#5508.13	Utility Billing Overpayment	06/12/2023	12.23	01-1075
3663	Water Refunds	#74.01	Utility Billing Overpayment	06/01/2023	55.24	01-1075
3663	Water Refunds	#740.09A	Utility Billing Overpayment	06/01/2023	.68	01-1075
3663	Water Refunds	#782.05	Utility Billing Overpayment	06/01/2023	36.20	01-1075
3663	Water Refunds	#782.05A	Utility Billing Overpayment	06/05/2023	63.80	01-1075
3663	Water Refunds	#919.06	Utility Billing Overpayment	06/02/2023	48.10	01-1075
3663	Water Refunds	#958.03	Utility Billing Overpayment	06/28/2023	58.66	01-1075
3663	Water Refunds	621	Business License Refund	06/12/2023	30.00	01-1090
Total 3663:					455.06	
<b>2661</b>						
2661	WCP Solutions	13230617	Office Supplies	05/23/2023	52.75	10-72-6700
Total 2661:					52.75	
<b>1239</b>						
1239	WECO	CP-00234913	PW Gas Exp	05/31/2023	739.97	11-45-2000
1239	WECO	CP-00234913	PW Gas Exp	05/31/2023	863.29	51-73-2000
1239	WECO	CP-00234913	PW Gas Exp	05/31/2023	863.29	52-73-2000

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 1239:					2,466.55	
<b>3879</b>						
3879	Wilson Equipment, LLC	02-79397	Misc P/W Expense	06/13/2023	513.32	11-45-2100
3879	Wilson Equipment, LLC	02-79397	Misc P/W Expense	06/13/2023	513.33	51-73-2100
3879	Wilson Equipment, LLC	02-79397	Misc P/W Expense	06/13/2023	513.33	52-73-2100
Total 3879:					1,539.98	
Grand Totals:					137,734.29	

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

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

Payment Approval Report  
Expense Account Key

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

Fund Number	G.L. Number Acct
10	10-XX- XXXX
11	11-XX- XXXX
23	23-XX- XXXX
24	24-XX- XXXX
25	25-XX- XXXX
26	26-XX- XXXX
27	27-XX- XXXX
30	30-XX- XXXX
40	40-XX- XXXX
41	41-XX- XXXX
51	51-XX- XXXX
52	52-XX- XXXX
56	56-XX- XXXX

_____	General Fund
_____	Street Fund
_____	CED Fund
_____	Library Fund
_____	Storm Fund
_____	Building Permit Fund
_____	Electrical Permit Fund
_____	Debt Services Fund
_____	Office Equip. Fund
_____	Equipment Fund
_____	Water Fund
_____	Sewer Fund
_____	Sewer Resv Fund

Report Criteria:

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

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

**THE MATTER OF FILLING A VACANCY ON THE LIBRARY BOARD**

**STAFF REPORT:**

Exhibit A: Candidate Application for Kristi Prozialeck

**ACTION:** The approval of the consent list will approve the Mayoral appointment and the City Council confirming vote for the appointment Kristi Prozialeck to the Library Board with a term ending June 30, 2027.

**THIS AGENDA BILL IS DESTINED FOR:** Consent Agenda – July 25, 2023

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

**STAFF RECOMMENDATION:**

**Staff recommends the Mayor appoint and the City Council give its confirming vote of the appointment of Kristi Prozialeck to the Library Board with a term ending June 30, 2027.**

**LIBRARY BOARD RECOMMENDATION:**

The Library Board met on July 11, 2023 and voted to recommend that the Mayor of Harrisburg appoint Kristi Prozialeck to the Library Board with a term ending June 30, 2027.

**BACKGROUND INFORMATION:**

As per the Library Board bylaws and HMC Chapter 2.20, the Library Board consists of five members. Kristi Prozialeck is a former Library Board Chairperson who resigned December 29<sup>th</sup> for personal reasons. She has since discovered that she will not be leaving the City of Harrisburg and decided to reapply for the vacant position. She is heavily involved as a Library volunteer and oversees running the Crafting Club program.

The City Council has been provided with the candidate application in **Exhibit A**. The Mayor appoints all Library Board positions with a confirmation vote by the City Council.

**REVIEW AND APPROVAL:**

*Lori Ross*

07/17/2023

Lori Ross

Date

City Recorder





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

## BOARD & COMMITTEE APPLICATION FORM

Planning Commission, Budget Committee, and Library Board

Name:

Address:

Phone Number:

Email:

Are you a Harrisburg resident?      Yes       No

Employment:

In which position are you interested?\*

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

I was a board member prior and enjoyed it immensely. I had to step down when my mother was ill. I was going to move out of state but have decided to stay in the area. I enjoyed being on the board and helping with programs with the library. I would like to continue to do that. I like to see our library succeed and to grow. I look forward to getting to work with the library again.

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

I was the library chairperson prior. I am an avid reader, I enjoy crafts and look forward to the craft club every thursday. I do have my masters in public administration and have some skills in grant writing. In my day job I write curriculum and teach in the corporate sector.

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

Name: Tania Moore

Address:

Phone Number:

Relation to you: Friend

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



Date: 6/12/20

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

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

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

**THE MATTER OF APPROVING OUT OF STATE TRAINING AND TRAVEL EXPENSES FOR THE CITY ADMINISTRATOR**

**STAFF REPORT:**

Exhibit A: NW Economic Development Course Details

**ACTION: THE MOTION TO APPROVE THE CONSENT LIST WILL APPROVE THE OUT OF STATE TRAVEL COSTS TO ALLOW MICHELE ELDRIDGE TO ATTEND THE NW ECONOMIC DEVELOPMENT COURSE SPONSORED BY A PARTNERSHIP BETWEEN BIZ-OREGON AND THE WASHINGTON STATE DEPT. OF COMMERCE.**

**THIS AGENDA BILL IS DESTINED FOR:** Consent Agenda – July 25, 2023

<b>BUDGET IMPACT</b>		
COST	BUDGETED?	SOURCE OF FUNDS
Registration: \$0 – (\$600 Grant Applied) Room/Board: \$719	Yes	General Fund

**STAFF RECOMMENDATION:**

Staff recommends the City Council approve the out-of-state training expenses for the City Administrator by approving the Consent List

**BACKGROUND INFORMATION:**

The City Administrator was shut out of the NW Economic Development Course that was offered through the Oregon Economic Development Association last year, by only two people. Therefore, when notice arrived of this year's course, she immediately applied for the course, and was accepted into the program. This course is provided through a partnership between Biz-Oregon, and the Washington Department of Commerce.

The agenda, located in Exhibit A, shows the topics that will be discussed. Along with the fundamentals in Community & Economic Development, the course will also provide instructions on how to reuse & redevelop business sites & facilities and include training in several areas that will benefit the City of Harrisburg, including more of a background in which to facilitate our marketing/branding efforts as a City, as well as more intensive work with our businesses in the future.

Staff is pleased to inform Council that she received one of the limited scholarships that are available from Biz-Oregon/Washington Dept. of Commerce, which will pay for the

registration of \$600 for this course, making it much more affordable for the City. The remaining costs of this course are budgeted in the 2023-2024 fiscal year.

REVIEW AND APPROVAL:



07.20.23

Michele Eldridge, City Administrator    Date



## 2023 Tentative Agenda

(subject to change)

### Monday, August 21

- 1:30 pm **Welcome and Opening Remarks**
- 2:00 pm **Community & Economic Development Fundamentals**  
Allison Larsen, CEcD, Principal, TadZo LLC.
- 4:15 pm **TBA**
- 5:30 pm **Networking Reception**

### Tuesday, August 22

- 8:00 am **Managing Economic Development Organizations**
- 10:00 am **TBA**
- 1:00 pm **Reuse & Redevelopment of Business Sites and Facilities**
- 3:00 pm **TBA**

### Wednesday, August 23

- 8:00 am **Top Drivers of Business Attraction**  
Jill Miles, Senior Business Recruitment Officer, Business Oregon
- 10:15 am **Business Retention & Expansion**  
Michael Held, North Central Regional Development Officer, Business Oregon
- 1:00 pm **Economic Development Finance**  
Megan Hulsey, Business Lender, Craft3
- 3:15 pm **Workforce and Economic Development**  
Katie Condit, Chief Executive Officer, WorkForce Central
- 5:30 pm **Dinner**

**Thursday, August 24**

- 8:00 am      **Small Business and Entrepreneurship**  
Kat Rutledge, Director of the Klamath Falls Community College SBDC and  
Klamath IDEA
  
- 10:15 am    **Strategic Planning**  
Brittany Bagnet, Senior Project Manager, ECONorthwest  
Camille Trummer, Owner + Principal Consultant, Camille E. Trummer  
Consulting
  
- 1:00 pm     **Ethics in Economic Development**  
Carolyn Meece, CEcD, Director of Lifetime Learning & Fun, Bend, Oregon
  
- 3:15 pm     **Graduation**



## 2023 Course Fees and Location

### Registration Cost

The 2023 registration fee is \$600. An invoice will be emailed to registered participants. We are unable to accept online payments.

### Location

The course takes place in Lacey, Washington at the South Puget Sound Community College Lacey campus.

### Accommodations

There are a number of hotel options within a short distance of the facility. A block of rooms is being held until August 7 at:

#### Candlewood Suites

4440 3rd Ave SE  
Lacey, WA 98503  
Phone: 360-491-1698  
Single room at \$140/night + tax

#### Holiday Inn Express & Suites Lacey

4460 3rd Ave SE  
Lacey, WA 98503  
Phone: 360-491-7985  
Standard room at \$140/night + tax

### Scholarships

A limited number of need-based, tuition scholarships are available for those working in economic development in the Northwest at a non-profit organization or local government entity. Requests for Oregon scholarships should be directed to Michael Held.

**Michael Held**, Business Oregon  
Email: [Michael.Held@biz.oregon.gov](mailto:Michael.Held@biz.oregon.gov)

For other scholarship requests and information contact Linda Alongi.

**Linda Alongi**, Washington State Department of Commerce  
Email: [Linda.Alongi@commerce.wa.gov](mailto:Linda.Alongi@commerce.wa.gov)

### Cancellation Policy

To cancel, please email [Linda.Alongi@commerce.wa.gov](mailto:Linda.Alongi@commerce.wa.gov). Cancellations received before **Friday, August 4** will receive a refund less a \$25 administrative fee. Any registered attendee who does not cancel before the above date and does not attend the course may be required to pay their balance in full. Substitutions are accepted with advance notice.

**From:** [HELD Michael \\* BIZ](#)  
**To:** [Michele Eldridge](#)  
**Subject:** Congrats! Scholarship Award for Northwest Economic Development Course  
**Date:** Monday, July 17, 2023 4:08:38 PM

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Hello Michelle,  
Business Oregon, in partnership with Washington Department of Commerce, is pleased to award the City of Harrisburg a scholarship for the Northwest Economic Development Course. Your award will cover the cost of registration for the training. Should you need to cancel your registration or scholarship, please contact Linda Alongi at [linda.alongi@commerce.wa.gov](mailto:linda.alongi@commerce.wa.gov) at your earliest convenience. As you begin planning your stay, we have a block of rooms held at the following hotels:

Candlewood Suites  
4440 3rd Ave SE  
Lacey, WA 98503  
Phone: 360-491-1698  
Single room at \$140/night + tax

Holiday Inn Express & Suites Lacey  
4460 3rd Ave SE  
Lacey, WA 98503  
Phone: 360-491-7985  
Standard room at \$140/night + tax

Additional information and course materials will be sent in the coming weeks. In the meantime, should you have logistic questions or require special accommodations, please contact Linda and myself or [visit the FAQs here](#).

Thanks for your interest in the course, we're excited to see you in a few weeks.

**Michael Held (he/him)**  
Regional Services Business Manager  
**Business Oregon** | [NEW](#)  
[https://link.edgepilot.com/s/668b59bc/LUOEM9yUDESQlhbFlYA1yQ?  
u=https://www.oregon.gov/biz/](https://link.edgepilot.com/s/668b59bc/LUOEM9yUDESQlhbFlYA1yQ?u=https://www.oregon.gov/biz/)

971-599-9489 mobile





Code	Description	Count	Amount	GL Account
<b>Court Costs</b>				
AF	ATTORNEY FEE	3	13.71	
CF	COLLECTION FEE	4	64.02	
COSTS	COURT COSTS	7	123.20	
DEF-ADJUD	DEF ADJUDICATION	15	2,128.12	
LPF	LATE PAYMENT FEE	7	62.59	
PA	PAYMENT ARRANGEMENT- FEE	5	7.32	
SUSP	SUSPENSION FEE	4	32.35	
WF	WARRANT FEE	9	31.68	
Total Court Costs:		54	2,462.99	
<b>Fines</b>				
DISM	CHARGE DISMISSED	4	103.97	
FINE	FINE ASSESSED	3	210.93	
GBD	GUILTY BY DEFAULT	13	523.00	
GUILTY	FOUND GUILTY	27	2,149.65	
Total Fines:		47	2,987.55	
<b>Surcharges</b>				
COUNTY	COUNTY ASSESSMENT	18	200.94	
STATE	STATE ASSESSMENT	24	789.52	
Total Surcharges:		42	990.46	
Grand Totals:		143	6,441.00	

HARRISBURG MUNICIPAL COURT

TOTAL CITATIN REPORT JUNE 2023

Page: 1

Jul 17, 2023 3:51PM

## Report Criteria:

Case.Violation date = 06/03/2023-06/30/2023

Agency	Case Number	Citation Numbers	Violation Date	Primary Offense	Location
LCS	23-T-0123	221262	06/06/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	699 S. 6TH ST & LASALLE ST
LCS	23-T-0124	221264	06/06/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	699 S. 6TH ST & LASALLE ST
LCS	23-T-0125	221269	06/06/2023	EXPIRED VALIDATING STICKER	400 S. 9TH ST
COBURG PD	23-T-0128	190487	06/09/2023	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & LASALLE ST
LCSO	23-T-0126	221345	06/10/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN; DWS	699 S 6TH ST/LASALLE ST HARRISBURG
LCSO	23-T-0127	221349	06/10/2023	EXPIRED VALIDATING STICKER	390 SOMMERVILLE AVE HARRISBURG
COBURG PD	23-T-0136	1885	06/11/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & TERRITORIAL ST
COHB	23-M-0042	23-M-0042	06/14/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0043	23-M-0043	06/14/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0044	23-M-0044	06/14/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0045	23-M-0045	06/14/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
LCSO	23-T-0129	221415	06/16/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	300 N. 6TH ST & TERRITORIAL ST
LCSO	23-T-0131	221464	06/20/2023	NO OP LICENSE; FTC PROOF; ALTER DISPLAY; FTI IID	499 S 3RD ST/SCHOOLING ST HARRISBURG
LCS	23-T-0130	221583	06/20/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	799 LASALLE ST & S. 8TH PL
COBURG PD	23-T-0133	C6937	06/21/2023	VIOLATING DESIGNATED SPEED 11-20 MPH	N. 9TH ST & DIAMOND HILL DR
COBURG PD	23-T-0132	C6938	06/21/2023	VIOLATING DESIGNATED SPEED 21-30 MPH	S. 6TH ST & PRICEBORO
COBURG PD	23-T-0134	190232	06/24/2023	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & SOMMERVILLE LP
COBURG PD	23-T-0135	190233	06/24/2023	VIOLATING DESIGNATED SPEED 11-20 MPH	DIAMOND HILL & N. 8TH ST
LCS	23-T-0139	221560	06/28/2023	FAIL TO CARRY PROOF OF INSURANCE	599 TERRITORIAL ST & N. 6TH ST
COBURG PD	23-T-0137	190490	06/29/2023	DRIVE WHILE SUSPENDED/REVOKED	7TH ST & TERRITORIAL ST

## Grand Totals:

20 CITATIONS ISSUED IN JUNE FOR A TOTAL OF 24 OFFENSES

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

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**THE MATTER OF APPROVING A 3-YEAR FRANCHISE AGREEMENT WITH BNSF FOR THE 4<sup>TH</sup> ST. - RAIL IMPROVEMENT PROJECT BY ADOPTING ORDINANCE NO. 999, “AN ORDINANCE RENEWING THE FRANCHISE OF THE BNSF RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, SUPERCEDING ORDINANCE NO's 798 AND 988, AND TO DECLARE AN EMERGENCY”**

**STAFF REPORT:**

- Exhibit A: Staff Report of 05.09.23
- Exhibit B: Draft Franchise Agreement
- Exhibit C: MOU with BNSF
- Exhibit D: Ordinance No. 999

**ACTION: MOTION TO APPROVE ORDINANCE NO. 999, “AN ORDINANCE RENEWING THE FRANCHISE OF THE BNSF RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, SUPERCEDING ORDINANCE NO's 798 AND 988, AND TO DECLARE AN EMERGENCY”**

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**THIS AGENDA BILL IS DESTINED FOR:** Agenda – July 25, 2023

<b>BUDGET IMPACT</b>		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	N/A	N/A

**STAFF RECOMMENDATION:**

**Staff recommends Council approve Ordinance No. 999**

**BACKGROUND INFORMATION:**

The City Council reviewed the Ordinance language at the meeting on May 9, 2023, see **Exhibit A** for a summary of the changes that were made to the original ordinance agreement we started with. Discussion at this Council meeting will be in an Executive Session, and our City Attorney, Jim Brewer, will be participating via Zoom.

With the recent extension that was needed by the legal team, we’ve modified the ordinance further (**Exhibit B**) to reflect a start date of August 1, however, the expiration date remains the same. In addition, we’ve modified Section 3 in order to allow a 90-day period in which to review and approve the Construction & Maintenance Agreement (C & M). Both the Memorandum of Understanding (MOU - **Exhibit C**) and the C & M have language within that reiterate that there is a 3-year time frame in which to plan, construct, and complete this project. This situation is fairly fluid so final language for

this ordinance may be brought to you at the meeting. We do not anticipate major substantive changes but know that some details BNSF wants to provide (their staff contact and how meetings would be conducted during the three-year period) needs to be completed. If it's absolutely necessary, we might need to schedule an emergency meeting for July 31<sup>st</sup>, 2023.

Staff and our legal team knew that the C & M would be somewhat difficult to negotiate, but the original agreement provided by BNSF was completely unsuitable for our needs. Our Attorney therefore rewrote the C & M from the City's standpoint, and particularly as to our rights as the property owner.

The C & M agreement has the details within it for how the work will be completed, the timeframes in which to complete the project, and the language that BNSF is responsible for the replacement of rails, the inner curbs, and 14' of roadway to either side of the rail corridor, (including moving utilities where needed) as well as removing two crossings, and the ADA improvements on the intersections on the west side of the road. The City will be responsible for the curbs and gutters on the outside of the roads. Sidewalks will be added if the City has the funding with which to add them.

The final ordinance language is shown in Exhibit D. The City Council will need to exit the executive session in order to render any decisions.

REVIEW AND APPROVAL:



07.20.23

Michele Eldridge    Date  
City Administrator

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

**THE MATTER OF REVIEWING A DRAFT FRANCHISE AGREEMENT WITH BNSF RAILROAD FOR THE 4<sup>TH</sup> ST. - RAIL IMPROVEMENT PROJECT**

**STAFF REPORT:**

Exhibit A: MOU – Approved 03.14.23

Exhibit B: Draft Franchise Agreement

**ACTION: TBD**

**THIS AGENDA BILL IS DESTINED FOR:** Agenda – May 9, 2023

<b>BUDGET IMPACT</b>		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	N/A	N/A

**STAFF RECOMMENDATION:**

**Staff recommends City Council review the draft Franchise Agreement, and determine if any changes are needed**

**BACKGROUND INFORMATION:**

At the meeting on March 14, 2023, the City Council approved a MOU (Memorandum of Understanding - **Exhibit A**) with BNSF, to address steps that the City and BNSF are currently taking in relation to the construction of the 4<sup>th</sup> St./Rail Improvement Project. The current franchise agreement was extended to June 30, 2023 based on their acceptance of the MOU.

After approval of the MOU, City Attorney Jim Brewer prepared a 3-year Franchise Agreement and provided it to Staff. City Staff, (City Administrator, City Recorder, Public Works Director, Finance Officer, and City Engineer) met to review the agreement, and modified it slightly. That has been further reviewed and refined by the City Attorney. The final version is shown in **Exhibit B**. Our intent is to review, and complete the agreement by both parties by the deadline of June 30, 2023 if possible; but that can be extended for a short period of 90-days, providing that both parties are still collaborating on that new franchise agreement.

This agreement has been provided to the Attorney with BNSF, who will be reviewing it in case there is anything in here that they don't agree with. We've used the original franchise agreement as a starting point, so it will be somewhat familiar to the City Council. Here are some of the highlights to changes in the agreement:

- Term: We've stated that the agreement is for only three years, unless the agreement is lawfully terminated, and have added that if the construction has the City of Harrisburg engineering/design standards approved in writing, then we can extend the agreement to a period of 20 years. BNSF wanted 25 years, but we felt that 20-years is the current precedent.
- All of Section 3 is in relation to the 3-year construction period. This part reiterates who is responsible for each type of construction. We did add section 3.2(c), which addresses that if the City was to file a grant that benefited BNSF, that BNSF would need to provide the City with match funds up to that same amount.
- Section 3.3 was very careful to address how long this project should take. It is also careful to allow that an extension of time, or in the case of the City not accepting the work that is done, will likewise delay the automatic extension.
- Section 3.4 requires monthly meetings during the construction period.
- Section 4.1 D is changed to reflect that the City owns the right of way, and 4.1 E was added to refer to the transit conflict code we added to the City's development code.
- Also in Section 4.4 is communication; the new agreement does specify an annual meeting, after the 20 year franchise agreement kicks in. That meeting can be held in several different ways.
- In Section 5.1 A, the City Attorney suggested no franchise fee be charged while the rail lines are under construction. Staff was willing to work with that, but only as it applies to the rail lines itself, and not the additional construction. As we are certain that the rail lines will be replaced very, very quickly by BNSF, we decided it was better to leave it at the current fee structure.
- Also in Section 5.1 B, based on when we thought the new agreement was going to kick in, we increased the franchise fee to \$20,000 per year to start, with an annual increase based on the construction cost index for Seattle, Washington, as reported in the Engineering News Record for the prior 12-month period.
- Section 6 allows for the railroad to provide us with as-builts, since we shouldn't have to wait for these to be provided to us. BNSF may not agree with this, because it's highly unusual for them, and definitely not something they have to deal with in the majority of all the cities that they work with. We've based this language on the fact that any contractor in a subdivision is required to provide us with their as-builts, and the work is being done in our right-of-way.

The City Attorney was reminding the BSNF Attorney that they are responsible for working on the construction agreement. We still need to know the cost of construction for the rail project, inner curbing, and road paving, in order to determine what grants might be accessible. Staff will share more information in relation to the capital requests that we submitted to Salem at the meeting.

The City Council should review the information in the 3-year agreement, and let Staff know if it meets their expectations. As BSNF is also reviewing this, they may have

other changes that they'd like to make. After both sides have a chance to review, tweak, and suggest additions and/or negotiate with each other, Staff will eventually return with a final agreement, hopefully, prior June 30, 2023.

REVIEW AND APPROVAL:



05.02.23

Michele Eldridge    Date  
City Administrator

EXHIBIT A - MAY 9, 2023 STAFF REPORT

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE RENEWING THE FRANCHISE OF THE BNSF RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, ~~AND SUPERCEDING ORDINANCE No's. 464798 AND \_\_\_\_\_, 998.~~ AND TO DECLARE AN EMERGENCY.**

WHEREAS, the CITY OF HARRISBURG has determined it is appropriate and in the best interests of the public to allow The BNSF RAILWAY COMPANY the nonexclusive privilege of using the Fourth Street publicly owned right-of-way to construct and maintain private commercial facilities within the corporate limits of the City; now, therefore,

THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

**SECTION 1: Definition of Terms**

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

- A. **"City"** means the City of Harrisburg, Oregon, or the lawful successor, transferee, or assignee thereof.
- B. **"Grantee"** means The BNSF Railway Company or the Grantee's lawful successor, transferee, or assignee.
- C. **"Franchise Area"** means the areas illustrated in Exhibit A, incorporated by this reference as part of this Franchise, located within the corporate boundaries of the City of Harrisburg and generally within the Fourth Street Public Way.
- D. **"Person"** means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- E. **"Public Way"** means the public streets, highway, bridges, alleys, courts, sidewalks, parkways, lanes, public ways, drives, circles, or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses by the CITY or the general public as Fourth Street, including any cross streets or intersections, now or hereafter held by the City.
- F. **"Rail Facilities"** means all railroad and associated structures owned by Grantee for use by Grantee in providing rail services that are located in the Public Way.

**SECTION 2: Grant of Franchise**

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

**2.2 Other Ordinances.** Every term, provision or condition of this Franchise is subject to the provisions of State law, Federal law, the Charter of the City of Harrisburg, and the ordinances and regulations enacted pursuant to these laws as provided in this section. The City may amend and add to these regulations from time to time. Grantee shall promptly comply with these regulations.



A. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance or regulation pursuant to the provisions of State law, Federal law, or the Charter of the City of Harrisburg, ~~to~~ to the extent that the provisions of the ordinance are not preempted by federal and/or state law. The City may adopt such additional generally applicable regulations related to the use, construction, maintenance and operation of Grantee's Railway System within the public way as the City may find necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to zoning, land use, historic preservation ordinances, safety or construction standards, and other applicable requirements). Neither the City nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise during its term.

**2.3 Term.** The Franchise granted in this agreement shall be for an initial term of three (3) years commencing ~~July~~ ~~August~~ 1, 2023, unless otherwise lawfully terminated in accordance with the terms of this Franchise. During the initial term, the Parties have additional terms for completion of reconstruction of the Franchise Area. If the parties have successfully completed the requirements of Section 3 on or before June 30, 2026, or as otherwise agreed to through any written extension executed by both parties, upon the City's written acceptance of the work by Grantee, this franchise will automatically extend for 20 years under the terms and conditions set out in Sections 1, 2, 4, 5, 6, 7 and 8.

**SECTION 3: Additional Standards of Service ~~June 30~~ August 1, 2023 to June**

**30, 2026**

**3.1 Initial Three Years.** For the initial term of this franchise, from ~~July~~ ~~August~~ 1 2023 through June 30, 2026, the Parties intend to reconstruct the street, curb, gutter, crossings, and railways within the Franchise Area.

**3.2 General Description/Incorporation of MOU.** The parties acknowledge and by this reference incorporate the Memorandum of Understanding and executed by BNSF Railway on March 21, 2023 as Exhibit B. In summary, the parties will refine and complete plans for the 4<sup>th</sup> Street Franchise Area, obtain estimates, and divide the work to rebuild the Franchise Area so that the City is responsible for paying for the work required to install curbs, ~~and gutters, and sidewalks~~ along the frontage of property adjoining 4<sup>th</sup> Street for the length of the project. BNSF will be responsible for paying for the work required to make improvements to the railbed, install curbs around the rail bed and pave from the curb around the railbed to the street curb and gutter, and install street crossings that meet ADA standards.

A. The parties acknowledge ~~and by this reference incorporate the construction contract and related documents and schedules executed by the parties as Exhibit C, that a construction and maintenance agreement shall be completed within 90 days from the approval of this ordinance,~~ which sets forth the requirements and duties of the parties, the timeline for construction, and the tasks each party is to perform or complete during the initial three years of this agreement.

B. During the initial three years of this agreement, where any conflict arises between the express terms of this franchise document and incorporated terms from any Exhibit or between Exhibits, the conflict must be resolved in a manner that is consistent with the general understanding of the parties set out in Exhibit B.

B-C. If the City obtains a grant to fund this project that reduces the amount BNSF Railway would otherwise be required to pay under this agreement, BNSF Railway will cooperate in applying for the grant and will provide matching funds up to an amount that equals the reduction from the amount BNSF Railway would otherwise be required to pay.

**Commented [ME1]:** You and I had discussed the fact that if a grant is obtained that covers both projects, and especially if it provides them with monetary relief from their obligations, that we would be within our rights to ask them to cover the match requirement from any grant received. I can't think of way to state that here, and I think we could say that Section 5 in the MOU, and the term 'collaboration', would cover this. FYI, if you don't think Section 5 in the MOU will accomplish this.

**Commented [JB2R1]:** Let's see if C works for that.

**Commented [ME3R1]:** I like that! Thanks Jim

**Commented [ME4]:** Would this be a good place to offer a deferral option? We had talked about the possibilities of BNSF providing the money to the City for us to coordinate the paving and inner curb work being done. Do you think we should be talking about that option in this document, or a separate one?

Also, if they do decide to provide us with this, we need to make sure that they include Bacon/Davis Wages if Federal Funding comes into play.

**Commented [JB5R4]:** I think we've framed this in terms of who is responsible for paying for the work, not for actually doing the work. I would think the prevailing wage of Bacon Davis requirements will need to be in construction documents.

**3.3 Project Duration and Plan.** The parties anticipate that the project will take the entire three years from ~~June 30~~August 1, 2023 until June 30 2026. The first year is expected to be required for completion of a construction and maintenance agreement and final engineering and design, the second year for construction, and the third year for contingencies and delays. The parties may, by agreeing upon a written addendum to this Franchise, add to the duration of the project beyond the initial three years as the parties may require for successful completion of the project. Any addition of time to the initial three years extends the time for the parties to complete and for the City to accept the Grantee's work, so that an automatic extension of this ~~Franchise,~~as Franchise, as contemplated by paragraph 3.5, does not commence until the work is complete and accepted.

**3.4 Communications.** The parties will meet as often as necessary to coordinate the work, but not less ~~than monthly~~than monthly during this initial three years. The meetings may be telephonic, remote, or in person, and the agenda may be as substantive as the parties ~~need, but~~need but must include a status check by both parties. Written notes of the meeting will be provided to both parties describing actions ~~taken~~taken, decisions made and next steps. Meetings will be coordinated by the persons designated by each party as the contact in Section 8 of this Franchise. Change of a contact person required written notice to the other party. Meetings by engineers, construction meetings and similar events satisfy this requirement if written notes of the meeting are provided to the contact persons set out in Section 8.

**3.5 Automatic Extension.** Consistent with the terms of Section 2.3, upon the successful completion of the initial three years of this franchise, and acceptance of the Grantee's work, this Franchise will automatically extend for 20 years.

**SECTION 4: Standards of Service after June 30, 2026**

**4.1 Conditions of Use.**

- A. Grantee shall have the right to construct and maintain standard gauge railway tracks, ~~either single or double,~~ and other such connections and other equipment as Grantee may deem necessary or convenient, in Grantee's sole discretion, and to operate cars thereover, and to transport passengers, freight, mail, baggage and express upon Fourth Street as it extends through the Franchise Area of the City, ~~with~~ with the right and privilege of crossing all intervening streets, at grade or otherwise, alleys and sidewalks, and also the right and privilege of constructing and maintaining such wyes, frogs, switches, curves and connections as the Grantee may deem necessary or convenient, in Grantee's sole discretion.
- B. The rail facilities may include, but are not limited to, sidetracks, switches and other equipment to connect to facilities on private property.
- C. For ~~single or double~~ track construction, the track or tracks must be constructed as near the center of the street as reasonably practicable.
- D. City owns the right-of-way on 4<sup>th</sup> St., therefore the Grantee has a duty to construct its rail facilities in such a manner as to not reasonably interfere with utilities located within Grantee's construction area. Grantee is required to provide City with a right-of-way permit prior to any construction work on 4<sup>th</sup> St., and Grantee is liable for any damage to any utilities, paving, and other public infrastructure, to the extent such damage is proximately caused by Grantee's construction of its facilities, and Grantee had knowledge, or should have known following standard utility locate procedures, of the presence of such utilities at the time of construction.

**Commented [JE6]:** I had a brief discussion with staff about whether we should remove 'double' from the language, as the ROW on 4th St. wouldn't be wide enough to allow for double. Perhaps the point is moot, and doesn't hurt to leave it in because the infrastructure doesn't support it? The 4th St. Public Way, or at least the segment we are referring to is generally from Territorial St. to LaSalle St. There are double segments of track on the BNSF line in Harrisburg, but not on 4th St. (North of Territorial St., it separates, and a spur crosses Territorial to the property owner on the east side of 4th. , South of LaSalle, a spur separates and also goes to the east to the AG plant, and further south, to the west to CHS.

**Commented [JB7R6]:** This is carryover from the prior Franchise, and I think it probably is boilerplate from some other agreement. I'm inclined to remove it.

E. Construction work performed by the Grantee must follow the guidelines as shown in HMC Chapter 18.85, and must adhere to roadway transportation design and safety standards, as well as ADA standards, when applying railroad geometrical design standards.

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

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

- i. For purposes of this franchise, the public way is considered to be restored when the road bed, road surface, curbs, gutters and vehicular and pedestrian crossings meet the City of Harrisburg standards for City streets with the same classification in the version of the City of Harrisburg Transportation System Plan in place at the time of abandonment or the final construction documents agreed upon by the parties during the initial three years of this Franchise, whichever the City of Harrisburg determines is in the best interest of the public.

**4.2 Preservation of Public Ways.**

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

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

- i. Construction documents jointly approved by the parties are conclusive proof that rail tracks are reasonably practicable and do not materially interfere with the public use of the streets.

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

**4.4 Communications.** After the first three years, the parties will meet not less than on quarterly annual basis during the duration of the Franchise. The meetings may be telephonic, remote, or in person, and the agenda may be as substantive as the parties ~~need,~~ but need but must include a status check by both

parties. Written notes of the meeting will be provided to both parties describing actions taken, decisions made, and next steps. Meetings will be coordinated by the persons designated by each party as the contact in Section 8 of this Franchise. Change of a contact person requires written notice to the other party.

**SECTION 5: Regulation by the City**

**5.1 Franchise Fee.**

- A. For the first three years of the Franchise, the Grantee is required to pay to the City a fee of \$13,000 ("Franchise Fee") equal to \$5.90 per lineal foot of rail facilities, with the Franchise Fee increasing annually by 3% each July 15th, with the first increase on July 1, 2024. The Franchise Fee payment must be paid annually, by August 1st of each year, beginning August 1, 2023. If there is less than a full year at the start or conclusion of the franchise agreement, the Franchise Fee will be prorated during those periods. If the amount of lineal rail foot should change under this agreement, the Franchise Fee will be adjusted accordingly.
- B. Beginning the Fourth year of this Franchise (August 1, 2026) the Franchise Fee will increase to \$9.00 per lineal foot or \$20,000 per year. For each following year, the Fee will be increased annually by the amount of increase in the construction cost index for Seattle Washington as reported in the Engineering News Record (ENR) for the prior 12-month period.
- C. The payment of the Franchise Fee will not be credited toward the payment of property taxes or payments in lieu thereof, nor any tax adopted by the City, nor credited toward any permit fees required by the Harrisburg code.
- D. Limitation on Franchise Fee Actions. The period of limitation for recovery of any Franchise Fee payable under this Franchise will be four (4) years from the date on which payment by the Grantee is due.

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

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

**SECTION 6: Books and Records**

~~Grantee must maintain provide City with "as built" drawings for the rail facilities at Grantee's City's business office, and office and make them available to the City for inspection during normal business hours upon written request by City. shall provide the City with any as-built updated records made during maintenance and repair work.~~

**Commented [ME8]:** Because the City owns the ROW, we think that they should be providing us with the As-Built for the work that they do on the rails, the same as we do with any developer of subdivisions here in town. Please let me know if you feel that this is not workable.

**SECTION 7: Enforcement and Termination of Franchise**

**7.1 Notice of Violation.** In the event that the City believes that the Grantee has not complied with the

terms of the Franchise, the City must informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the City must notify the Grantee in writing of the exact nature of the alleged noncompliance.

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

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

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

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

**7.5 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control.

**SECTION 8: Miscellaneous Provisions**

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

**8.2 Entire Agreement.** This Franchise and its incorporated attachments constitute the entire agreement between the Grantee and the City. Amendments to this Franchise must be mutually agreed to in writing by the parties.

**8.3 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the City or the Grantee must be in writing, and will be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within ~~five~~**seven to ten (57-10)** business days after having been posted in the regular mail.



INTRODUCED AND ADOPTED by the City Council of the City of Harrisburg and signed by me in authentication of its passage on this 27<sup>th</sup> day of July, 2023.

**CITY OF HARRISBURG, OREGON**

By:

\_\_\_\_\_  
Mayor Robert Duncan City Administrator

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2023, subject to applicable federal, state and local law.

**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Memorandum of Understanding  
BNSF Railway Company – City of Harrisburg**

**Parties to the agreement are:**

BNSF Railway Company (“BNSF”), a Delaware Corporation registered to do business in Oregon and the City of Harrisburg (“CITY”), an Oregon Municipal Corporation. Both organizations together, are identified in this memorandum as the “Parties.”

**Relationship:**

By ordinance, the City granted BNSF a franchise to place railway facilities within City owned street right of way along Fourth Street. The franchise was scheduled to expire on June 30, 2022. The City informed BNSF it was not willing to enter into a new franchise because of the deteriorating condition of the right of way along Fourth Street. The City and BNSF have met a number of times to discuss and collaborate and are continuing to work toward a resolution that will allow repair of the street and a longer duration franchise. Based on this progress, the City extended the duration of the current franchise until midnight on June 30, 2023. The Parties have met most recently to discuss initial conceptual design proposals, and the requirements to involve the Oregon Department of Transportation – Rail Division, and to develop engineered plans for a functioning shared right of way that will serve passenger vehicles, public safety vehicles, pedestrians, and the railroad.

**Purpose:**

This memorandum provides a general statement of the next steps the Parties expect to take towards a new franchise agreement with a longer-term duration.

Once the MOU has been signed by both parties, the City will start work on a 3-year agreement, that will take into consideration the following:

1. During the 2023 calendar year, the Parties will refine the plans for the 4<sup>th</sup> Street Franchise area, which may require adjustments to City standards regarding driving lane widths, identification of crossings that will be closed, and discussion with the Fire District to address needs for emergency vehicles.
2. The Parties will meet with ODOT Rail as necessary to approve street crossings and closing crossings.
3. The Parties will share an engineering estimate of the costs for the project.
4. In concept the parties expect to pay for the work in the following manner:
  - a. The City will be responsible for paying for the work required to install curbs, gutters, and sidewalks along the frontage of property adjoining 4<sup>th</sup> Street for the length of the project.
  - b. BNSF will be responsible for paying for the work required to make any improvements to the railbed, install the curbs around the rail bed and pave from the curb around the railbed to the street curb and gutter, and install street crossings that meet ADA standards.
5. The Parties will collaborate on any grant applications as may be necessary or most advantageous for one or both Parties to fund all or part of the project.



- 6. The Parties anticipate that the project will take 3 years (including 1 year for final engineering/design, 1 year for construction and 1 year for contingency/delay).
- 7. The Parties anticipate that the City will grant a franchise for a three-year period to cover the time of construction, with the City granting a long-term franchise upon completion and acceptance of the project. The City will provide the initial franchise agreement language for review and the parties shall enter into the agreement no later than June 30, 2023. If additional time is needed for this collaboration, the parties could agree to extend the agreement for a shorter period, not to exceed an additional 90-days.
  - a. Both the three year and the long-term franchise are expected to include terms regarding on going communication and meetings.
  - b. The long-term franchise is expected to include terms assigning maintenance obligations between the parties balanced with the amount of the franchise fee.
  - c. Work on the project must be done in a way that reduces interference with neighboring property owners where possible.

**Modification, Termination and other conditions**

- Any modification to this memorandum must be approved by both Parties in writing.
- Either party may terminate its involvement at any time by providing a 30-day written notice to the other party.

This MOU becomes effective when signed by both Parties and will remain in effect until modified or terminated.

For BNSF Railway

For City of Harrisburg

Joyia E. Nevels  
Signature

Kim Downey  
Signature

Joyia E. Nevels  
Name

Kim Downey  
Name

Manager Real Estate  
Title

Pro tem Council President  
Title

3/21/2023  
Date

3-14-23  
Date

**ORDINANCE NO. 999****AN ORDINANCE RENEWING THE FRANCHISE OF THE BNSF RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, SUPERCEDING ORDINANCE No's. 798 AND 988, AND TO DECLARE AN EMERGENCY.**

WHEREAS, the CITY OF HARRISBURG has determined it is appropriate and in the best interests of the public to allow The BNSF RAILWAY COMPANY the nonexclusive privilege of using the Fourth Street publicly owned right-of-way to construct and maintain private commercial facilities within the corporate limits of the City; now, therefore,

THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

**SECTION 1: Definition of Terms**

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

- A. **"City"** means the City of Harrisburg, Oregon, or the lawful successor, transferee, or assignee thereof.
- B. **"Grantee"** means The BNSF Railway Company or the Grantee's lawful successor, transferee, or assignee.
- C. **"Franchise Area"** means the areas illustrated in Exhibit A, incorporated by this reference as part of this Franchise, located within the corporate boundaries of the City of Harrisburg and generally within the Fourth Street Public Way.
- D. **"Person"** means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- E. **"Public Way"** means the public streets, highway, bridges, alleys, courts, sidewalks, parkways, lanes, public ways, drives, circles, or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses by the CITY or the general public as Fourth Street, including any cross streets or intersections, now or hereafter held by the City.
- F. **"Rail Facilities"** means all railroad and associated structures owned by Grantee for use by Grantee in providing rail services that are located in the Public Way.

**SECTION 2: Grant of Franchise**

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

**2.2 Other Ordinances.** Every term, provision or condition of this Franchise is subject to the provisions of State law, Federal law, the Charter of the City of Harrisburg, and the ordinances and regulations enacted pursuant to these laws as provided in this section. The City may amend and add to these regulations from time to time. Grantee shall promptly comply with these regulations.

A. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance or regulation pursuant to the provisions of State law, Federal law, or the Charter of the City of Harrisburg, to the extent that the provisions of the ordinance are not preempted by federal and/or state law. The City may adopt such additional generally applicable regulations related to the use, construction, maintenance and operation of Grantee’s Railway System within the public way as the City may find necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to zoning, land use, historic preservation ordinances, safety or construction standards, and other applicable requirements). Neither the City nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise during its term.

**2.3 Term.** The Franchise granted in this agreement shall be for an initial term of three (3) years commencing August 1, 2023, unless otherwise lawfully terminated in accordance with the terms of this Franchise. During the initial term, the Parties have additional terms for completion of reconstruction of the Franchise Area. If the parties have successfully completed the requirements of Section 3 on or before June 30, 2026, or as otherwise agreed to through any written extension executed by both parties, upon the City’s written acceptance of the work by Grantee, this franchise will automatically extend for 20 years under the terms and conditions set out in Sections 1, 2, 4, 5, 6, 7 and 8.

**SECTION 3: Additional Standards of Service August 1, 2023 to June 30, 2026**

**3.1 Initial Three Years.** For the initial term of this franchise, from August 1 2023 through June 30, 2026, the Parties intend to reconstruct the street, curb, gutter, crossings, and railways within the Franchise Area.

**3.2 General Description/Incorporation of MOU.** The parties acknowledge and by this reference incorporate the Memorandum of Understanding and executed by BNSF Railway on March 21, 2023 as Exhibit B. In summary, the parties will refine and complete plans for the 4<sup>th</sup> Street Franchise Area, obtain estimates, and divide the work to rebuild the Franchise Area so that the City is responsible for paying for the work required to install curbs, and gutters along the frontage of property adjoining 4<sup>th</sup> Street for the length of the project. BNSF will be responsible for paying for the work required to make improvements to the railbed, install curbs around the rail bed and pave from the curb around the railbed to the street curb and gutter, and install street crossings that meet ADA standards.

- A. The parties acknowledge that a construction and maintenance agreement shall be completed within 90 days from the approval of this ordinance, which sets forth the requirements and duties of the parties, the timeline for construction, and the tasks each party is to perform or complete during the initial three years of this agreement.
- B. During the initial three years of this agreement, where any conflict arises between the express terms of this franchise document and incorporated terms from any Exhibit or between Exhibits, the conflict must be resolved in a manner that is consistent with the general understanding of the parties set out in Exhibit B.
- C. If the City obtains a grant to fund this project that reduces the amount BNSF Railway would otherwise be required to pay under this agreement, BNSF Railway will cooperate in applying for the grant and will provide matching funds up to an amount that equals the reduction from the amount BNSF Railway would otherwise be required to pay.

**3.3 Project Duration and Plan.** The parties anticipate that the project will take the entire three years from August 1, 2023 until June 30 2026. The first year is expected to be required for completion of a construction

and maintenance agreement and final engineering and design, the second year for construction, and the third year for contingencies and delays. The parties may, by agreeing upon a written addendum to this Franchise, add to the duration of the project beyond the initial three years as the parties may require for successful completion of the project. Any addition of time to the initial three years extends the time for the parties to complete and for the City to accept the Grantee’s work, so that an automatic extension of this Franchise, as contemplated by paragraph 3.5, does not commence until the work is complete and accepted.

**3.4 Communications.** The parties will meet as often as necessary to coordinate the work, but not less than monthly during this initial three years. The meetings may be telephonic, remote, or in person, and the agenda may be as substantive as the parties need but must include a status check by both parties. Written notes of the meeting will be provided to both parties describing actions taken, decisions made and next steps. Meetings will be coordinated by the persons designated by each party as the contact in Section 8 of this Franchise. Change of a contact person requires written notice to the other party. Meetings by engineers, construction meetings and similar events satisfy this requirement if written notes of the meeting are provided to the contact persons set out in Section 8.

**3.5 Automatic Extension.** Consistent with the terms of Section 2.3, upon the successful completion of the initial three years of this franchise, and acceptance of the Grantee’s work, this Franchise will automatically extend for 20 years.

**SECTION 4: Standards of Service after June 30, 2026**

**4.1 Conditions of Use.**

- A. Grantee shall have the right to construct and maintain standard gauge railway tracks, and other such connections and other equipment as Grantee may deem necessary or convenient, in Grantee's sole discretion, and to operate cars thereover, and to transport passengers, freight, mail, baggage and express upon Fourth Street as it extends through the Franchise Area of the City, with the right and privilege of crossing all intervening streets, at grade or otherwise, alleys and sidewalks, and also the right and privilege of constructing and maintaining such wyes, frogs, switches, curves and connections as the Grantee may deem necessary or convenient, in Grantee's sole discretion.
- B. The rail facilities may include, but are not limited to, sidetracks, switches and other equipment to connect to facilities on private property.
- C. For track construction, the track or tracks must be constructed as near the center of the street as reasonably practicable.
- D. City owns the right-of-way on 4<sup>th</sup> St.; therefore, the Grantee has a duty to construct its rail facilities in such a manner as to not reasonably interfere with utilities located within Grantee's construction area. Grantee is required to provide City with a right-of-way permit prior to any construction work on 4<sup>th</sup> St., and Grantee is liable for any damage to any utilities, paving, and other public infrastructure, to the extent such damage is proximately caused by Grantee's construction of its facilities, and Grantee had knowledge, or should have known following standard utility locate procedures, of the presence of such utilities at the time of construction.
- E. Construction work performed by the Grantee must follow the guidelines as shown in HMC Chapter 18.85, and must adhere to roadway transportation design and safety standards, as well as ADA standards, when applying railroad geometrical design standards.
- F. If Grantee ceases to use the Franchise Area for a twelve (12) month period and the track is

formally abandoned by the governmental body having jurisdiction to do so, upon 120 days written notice to Grantee, City may require Grantee to remove the rail facilities and restore the public way at Grantee's sole expense. If Grantee fails to remove the rail facilities and restore the public way within the 120- day period, City may, at its option and in its sole discretion, remove the rail facilities from the public way and require Grantee to pay for the full cost of removal and restoration of the public way, or City may assume possession and ownership of the facilities.

- i. For purposes of this franchise, the public way is considered to be restored when the road bed, road surface, curbs, gutters and vehicular and pedestrian crossings meet the City of Harrisburg standards for City streets with the same classification in the version of the City of Harrisburg Transportation System Plan in place at the time of abandonment or the final construction documents agreed upon by the parties during the initial three years of this Franchise, whichever the City of Harrisburg determines is in the best interest of the public.

**4.2 Preservation of Public Ways.**

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

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

- i. Construction documents jointly approved by the parties are conclusive proof that rail tracks are reasonably practicable and do not materially interfere with the public use of the streets.

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

**4.4 Communications.** After the first three years, the parties will meet not less than on an annual basis during the duration of the Franchise. The meetings may be telephonic, remote, or in person, and the agenda may be as substantive as the parties need but must include a status check by both parties. Written notes of the meeting will be provided to both parties describing actions taken, decisions made, and next steps. Meetings will be coordinated by the persons designated by each party as the contact in Section 8 of this Franchise. Change of a contact person requires written notice to the other party.

**SECTION 5: Regulation by the City**

**5.1 Franchise Fee.**

**A.** For the first three years of the Franchise, the Grantee is required to pay to the City a fee of \$13,000 ("Franchise Fee") equal to \$5.90 per lineal foot of rail facilities, with the Franchise

Fee increasing annually by 3% each July 15th, with the first increase on July 1, 2024. The Franchise Fee payment must be paid annually, by August 1st of each year, beginning August 1, 2023. If there is less than a full year at the start or conclusion of the franchise agreement, the Franchise Fee will be prorated during those periods. If the amount of lineal rail foot should change under this agreement, the Franchise Fee will be adjusted accordingly.

**B.** Beginning the Fourth year of this Franchise (August 1, 2026) the Franchise Fee will increase to \$9.00 per lineal foot or \$20,000 per year. For each following year, the Fee will be increased annually by the amount of increase in the construction cost index for Seattle Washington as reported in the Engineering News Record (ENR) for the prior 12-month period.

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

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

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

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

**SECTION 6: Books and Records**

Grantee must provide City with "as built" drawings for the rail facilities at City's business office and shall provide the City with any as-built updated records made during maintenance and repair work.

**SECTION 7: Enforcement and Termination of Franchise**

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

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

**7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in Section

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

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

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

**7.5 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control.

**SECTION 8: Miscellaneous Provisions**

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

**8.2 Entire Agreement.** This Franchise and its incorporated attachments constitute the entire agreement between the Grantee and the City. Amendments to this Franchise must be mutually agreed to in writing by the parties.

**8.3 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the City or the Grantee must be in writing, and will be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within seven to ten (7-10) business days after having been posted in the regular mail.

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

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

The City’s designated Contact Person is:  
Michele Eldridge

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

BNSF Railway Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Grantee's designated Contact Person is:

\_\_\_\_\_

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

**8.4 Descriptive Headings.** The captions to sections contained in this Franchise are intended solely to facilitate the reading thereof. Such captions will not affect the meaning or interpretation of the text in this Franchise.

**8.5 Severability.** If any section, sentence, paragraph, term, or provision of this Franchise is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction over the issue, such determination will have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

**8.6 Effective Date.** Inasmuch as this ordinance is necessary for the immediate preservation of the peace, health and safety of the City of Harrisburg, Oregon, an emergency is hereby declared to exist and this ordinance and Franchise will be in full force and effective as of August 1, 2023, pursuant to the provisions of applicable law. This Franchise shall expire on June 30, 2026, unless extended automatically under the terms of this agreement or as otherwise set out in writing as a mutual agreement of the parties.



**INTRODUCED AND ADOPTED** by the City Council of the City of Harrisburg and signed by me in authentication of its passage on this 25<sup>th</sup> day of July, 2023.

**CITY OF HARRISBURG, OREGON**

By:

\_\_\_\_\_  
Mayor Robert Duncan

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2023, subject to applicable federal, state and local law.

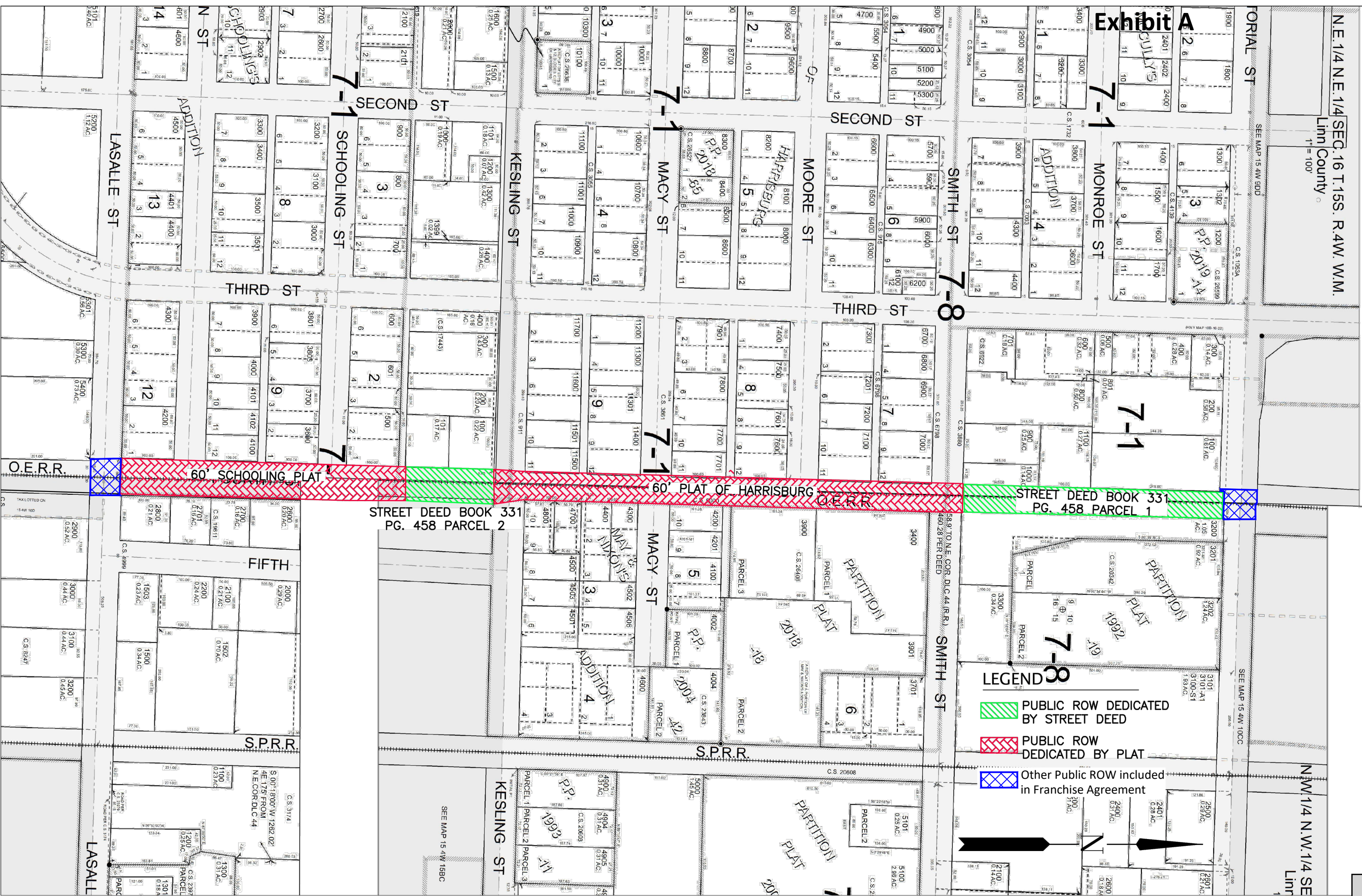
**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

NE 1/4 NE 1/4 SEC. 16 T. 15S. R. 4W. W.M.  
Linn County  
1" = 100'

### Exhibit A






60' SCHOOLING PLAT

STREET DEED BOOK 331  
PG. 458 PARCEL 2

60' PLAT OF HARRISBURG

STREET DEED BOOK 331  
PG. 458 PARCEL 1

#### LEGEND

-  PUBLIC ROW DEDICATED BY STREET DEED
-  PUBLIC ROW DEDICATED BY PLAT
-  Other Public ROW included in Franchise Agreement

**Memorandum of Understanding  
BNSF Railway Company – City of Harrisburg**

**Parties to the agreement are:**

BNSF Railway Company (“BNSF”), a Delaware Corporation registered to do business in Oregon and the City of Harrisburg (“CITY”), an Oregon Municipal Corporation. Both organizations together, are identified in this memorandum as the “Parties.”

**Relationship:**

By ordinance, the City granted BNSF a franchise to place railway facilities within City owned street right of way along Fourth Street. The franchise was scheduled to expire on June 30, 2022. The City informed BNSF it was not willing to enter into a new franchise because of the deteriorating condition of the right of way along Fourth Street. The City and BNSF have met a number of times to discuss and collaborate and are continuing to work toward a resolution that will allow repair of the street and a longer duration franchise. Based on this progress, the City extended the duration of the current franchise until midnight on June 30, 2023. The Parties have met most recently to discuss initial conceptual design proposals, and the requirements to involve the Oregon Department of Transportation – Rail Division, and to develop engineered plans for a functioning shared right of way that will serve passenger vehicles, public safety vehicles, pedestrians, and the railroad.

**Purpose:**

This memorandum provides a general statement of the next steps the Parties expect to take towards a new franchise agreement with a longer-term duration.

Once the MOU has been signed by both parties, the City will start work on a 3-year agreement, that will take into consideration the following:

1. During the 2023 calendar year, the Parties will refine the plans for the 4<sup>th</sup> Street Franchise area, which may require adjustments to City standards regarding driving lane widths, identification of crossings that will be closed, and discussion with the Fire District to address needs for emergency vehicles.
2. The Parties will meet with ODOT Rail as necessary to approve street crossings and closing crossings.
3. The Parties will share an engineering estimate of the costs for the project.
4. In concept the parties expect to pay for the work in the following manner:
  - a. The City will be responsible for paying for the work required to install curbs, gutters, and sidewalks along the frontage of property adjoining 4<sup>th</sup> Street for the length of the project.
  - b. BNSF will be responsible for paying for the work required to make any improvements to the railbed, install the curbs around the rail bed and pave from the curb around the railbed to the street curb and gutter, and install street crossings that meet ADA standards.
5. The Parties will collaborate on any grant applications as may be necessary or most advantageous for one or both Parties to fund all or part of the project.

- 6. The Parties anticipate that the project will take 3 years (including 1 year for final engineering/design, 1 year for construction and 1 year for contingency/delay).
- 7. The Parties anticipate that the City will grant a franchise for a three-year period to cover the time of construction, with the City granting a long-term franchise upon completion and acceptance of the project. The City will provide the initial franchise agreement language for review and the parties shall enter into the agreement no later than June 30, 2023. If additional time is needed for this collaboration, the parties could agree to extend the agreement for a shorter period, not to exceed an additional 90-days.
  - a. Both the three year and the long-term franchise are expected to include terms regarding on going communication and meetings.
  - b. The long-term franchise is expected to include terms assigning maintenance obligations between the parties balanced with the amount of the franchise fee.
  - c. Work on the project must be done in a way that reduces interference with neighboring property owners where possible.

**Modification, Termination and other conditions**

- Any modification to this memorandum must be approved by both Parties in writing.
- Either party may terminate its involvement at any time by providing a 30-day written notice to the other party.

This MOU becomes effective when signed by both Parties and will remain in effect until modified or terminated.

For BNSF Railway

For City of Harrisburg

Joyia E. Nevels  
Signature

Kim Downey  
Signature

Joyia E. Nevels  
Name

Kim Downey  
Name

Manager Real Estate  
Title

Pro tem Council President  
Title

3/21/2023  
Date

3-14-23  
Date