

120 Smith Street  
PO Box 378  
Harrisburg, OR 97446



(541) 995-6655  
FAX: (541) 995-9244  
TDD: (800) 753-2900

*"2002 Award of Excellence"*

*"2006 All-America City Finalist"*

January 5, 2021

[www.ci.harrisburg.or.us](http://www.ci.harrisburg.or.us)

Mr. Tyler Glaze  
Policy Analyst  
Building Code Division  
1535 Edgewater Street NW  
PO Box 14470  
Salem, OR 97304

RE: My letter of December 22, 2020

Dear Mr. Glaze,

This letter is to amend my response to questions #15 and #16. We have amended Section "Code Interpretations and Dispute Resolution" of our proposed Electrical Program (pages 34 and 35) to clarify how the City intends to respond to a variety of possible electrical code issues, including: a) code interpretation disputes, b) disputes/issues concerning electrical work performed by unlicensed individuals, c) disputes/actions regarding electrical or plumbing work performed without an issued City permit, and d) disputes/issues concerning the personal/professional behavior of an inspector or building official.

These changes clarify that the City will not normally be issuing a notice of proposed assessment of a civil penalty for a permit violation but will adhere to the options afforded under ORS 455.157(2).

Possible violations of the licensing requirements of the Oregon Construction Contractors Board will be forwarded by the City to both the OBCD and/or OCCB.

These changes are as shown in the attached, revised pages 34 and 35 of our application materials, along with a corrected Program Administration Request.

Thank you for your patience and consideration.

Sincerely,

John Hitt  
City Administrator  
City of Harrisburg, Oregon

C: Warren Jackson, Field/statewide services manager





# Program Administration Request

 New Renewal

**Department of Consumer & Business Services**  
**Building Codes Division**  
 1535 Edgewater St. NW, Salem, OR  
 Mailing address: P.O. Box 14470, Salem, OR 97309-0404  
 Phone: (503) 373-4133 • Fax: (503) 378-2322  
 Web: bcd.oregon.gov

**Municipality:** City of Harrisburg **Building official:** Russell Young  
 Address: PO Box 378  
 City: Harrisburg State: OR ZIP: 97446  
 Office location: 120 Smith Street, Harrisburg, OR 97446  
 Phone: (541) 996-6655 Fax: (541) 995-9244 E-mail: jhitt@ci.harrisburg.or.us

**Mark program choice by indicating level:**

- X – Performed by municipality
- C – Performed by county
- S – Performed by state

Plans				Structural				Mechanical				Electrical			Plumbing				Manufactured Structures (MSI)	Park Camp (PCI)	Master Builder Program (optional)
A	B	C	F	A	B	C	M	A	B	C	M	A	B	M	A	C	S	M			
X		X	X	X		X		X		X		X			X		X		x	x	x

**Note:** Assumption of a structural A-level program includes the requirements for disabled access [ORS 447.233(5)]. MSI includes manufactured dwelling installations; alterations, accessory structures, buildings, and cabana installations; plan review; and inspections. Park/camp includes mobile home and manufactured dwelling parks, recreation parks, organizational camps, and picnic parks plan review and inspection.

**Attach the following:**

- Completed copy of municipality’s operating plan (OAR 918-020-0090)
- Electrical program requests (See requirements in OAR Chapter 918, Div. 308.)
- Changes of service areas (Include map or description.)
- Current fee schedules for all programs
- Name of a contact person for surcharge report of assumed programs

Name: John Hitt Phone: 541-995-2200  
 Address: PO Box 378  
 City: Harrisburg State: OR ZIP: 97446

List inspectors and others, as requested, on the back of this sheet. Attach additional pages as necessary.

Official delegation or assumption of the program(s) above is requested for the period beginning July 1, 20 21

Authorized signature: *John E. Hitt* Title: City Administrator Date: Revised 01.06.21  
**Request will not be accepted without signature.**





**State Surcharge Contact for the City of Harrisburg:**

**Cathy Nelson, CMC**  
**City of Harrisburg, Finance Officer/Deputy City Recorder**  
**PO Box 378**  
**Harrisburg, OR 97446**  
**[cnelson@ci.harrisburg.or.us](mailto:cnelson@ci.harrisburg.or.us)**  
**541-995-6655**



# Electrical Program

## (OAR 918-020-0090)

Delegation of Authority for Administration of Electrical Program: The City of Harrisburg has assumed administration and enforcement of the electrical safety program under the authority of ORS 479.730 and 479.855. As a municipal corporation, the electrical safety program encompasses all areas within Harrisburg City limits. The Building Official and 'A' level electrical inspector is Russell Young, who is on the staff of the City of Junction City and will be utilized by the City of Harrisburg under the terms of the Harrisburg/Junction City IGA (Exhibit A).

Adopting Ordinances: Harrisburg Municipal Code sections 15.05.010 and 1.10.020 and 15.05.020 are the authority for the local adoption of the State of Oregon One and Two Dwelling Specialty Code (Oregon Residential Specialty Code) and the Oregon Electrical Specialty Code, (along with others). These local code provisions are reviewed annually to assure compliance with OAR 918-308-0190.

Public Contact Procedures to Obtain an Electrical Permit: The City Building and Electrical Permit Counter is open every business day from 8:30 – 12:00 and 1:00 – 5:00. Questions related to technical electrical requirements can be submitted directly to the Electrical Inspector by phone, email or written message submitted at Harrisburg City Hall. The Electrical Inspector will respond directly to such inquiries, normally through the same channel they are received.

### Code Interpretations and Dispute Resolution:

a. Code Interpretation Disputes/Issues. The certified Electrical Inspector is responsible for all initial interpretations of the Oregon Specialty Code and the electrical portions of the Oregon Residential Specialty Code. Any appeal of an Electrical Inspectors decisions (whether verbal or in writing) is automatically



reviewed by the Building Official unless the Building Official is also the inspector who is being appealed. In such cases, the appeal shall go directly to the Harrisburg Building Codes Appeals Board as per Harrisburg Municipal Code 15.05.160. There is no charge for such an appeal and a decision is normally rendered within 3 business days of receipt. Persons aggrieved by the Building Official's disposition of an administrative matter may submit a written appeal to the Harrisburg Building Codes Appeals Board or directly to the specialty code chief at the State Building Codes Division.

b. **Issues/Disputes Regarding Unlicensed Work.** Issues not involving electrical or plumbing inspections, per se, but instead result from a City inspector witnessing electrical or plumbing work being done by an unlicensed individual not possessing the required CCB license, or an individual with an expired license, then the City will forward any preliminary investigation results or other information to the Oregon State Building Code Division (BCD) and Oregon Construction Contractor's Board (CCB).

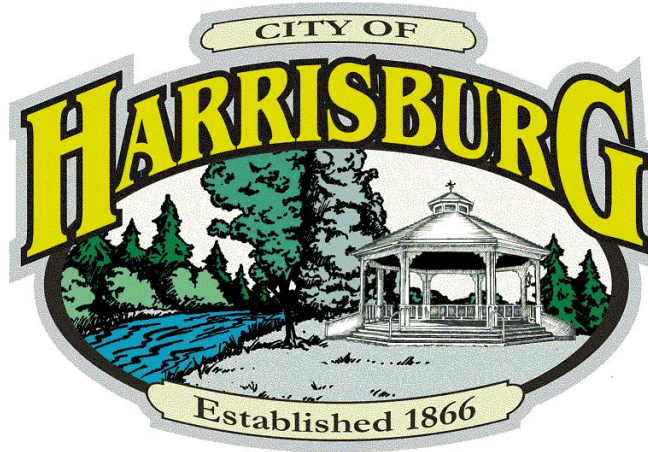
c. **Disputes/Actions Regarding Work Being Performed Without a City-Issued Permit.** Should the City determine that building or electrical related work is being done without a required permit then the City shall follow the enforcement procedures outlined in ORS 455.157(2).

d. **Disputes Concerning Personal Behavior of an Inspector or Building Official.** Issues not involving inspector-related issues but involving matters of personal conduct shall be appealed to the Building Official, or if it concerns or involves the Building Official's personal behavior then it shall be appealed to the City Administrator for resolution or possible disciplinary action.

Permit Sales Office: The Building and Electrical Permit Counter at the City of Harrisburg is available any business day from 8:30 – 12:00 and 1:00 -5:00. Permit applications on forms provided by the City, are available here or on-line. Completed applications can be delivered in-person, or via mail/email or may be entered into the state 'e-Permitting' system on the applicant's own computer or the one available at the City Permit Counter.

Permit Application Review Procedures: Permit applications received in-person at the City Permit Counter will be reviewed for completeness before the applicant leaves, when possible, but in not more than 48 business hours. Applications





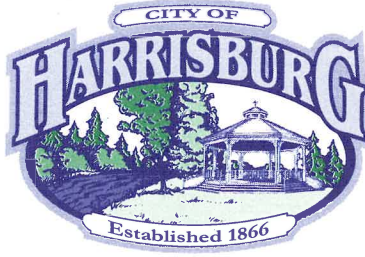
**City of Harrisburg  
Application Packet for the  
Assumption of Building Permit and  
Electrical Permit Services  
on July 1, 2021**

**Revised Dec. 23, 2020**





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Harrisburg, OR 97446



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December 22, 2020

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Mr. Tyler Glaze  
Policy Analyst  
Building Codes Division  
Oregon Department of Consumer and Business Services  
1535 Edgewater Street NW  
PO Box 14470  
Salem, OR 97304

RE: Your letter of December 2, 2020

Dear Mr. Glaze,

This letter is in response to the 30 questions and recommendations of your December 2<sup>nd</sup> letter. We have made every attempt to fully respond in a manner satisfactory to the Building Codes Division and all relevant OARs. However, if there are questions or concerns still remaining on your part, we are happy to provide additional responses or take other appropriate action to assure that the City of Harrisburg meets all requirements for the assumption of the building and electrical inspection programs by July 1, 2021.

Responses:

1. The City of Harrisburg does not now participate in the state's ePermitting program. However, as noted on page 22 of the application package (the Permitting Standards of the Operating Plan), the city does plan on full participation in the state's ePermitting program. In addition, we will provide a dedicated computer and monitor in the City Hall lobby so that any interested person can access the system.
2. The City of Harrisburg anticipates having direct access to a person or persons qualified for all relevant plan reviews through our IGA with Junction City. In addition, as an adopted part of the Junction City/Harrisburg IGA are "back-up" IGAs with Lane County and Northwest Code Professionals. (pg. 47-60) The primary and "back-up" IGAs will assure qualified and timely plan reviews for all relevant permit applications.
3. Upon official program assumption, the City of Harrisburg will be able to respond to one or more inspector(s) "...out for a significant period of time," as well as assuring qualified plan check officials are available (see response to question 2) under the proposed "Building and Electrical Programs Operating Plan" and the revised Harrisburg/Junction City IGA (attached). Under our revised IGA, we will have

many more certified plan check officials and field inspectors than are currently available to us through Linn County. The qualified officials that will be available to us through Junction City, Lane County and Northwest Code Professionals should prove more than adequate to answer these questions and concerns.

4. It is anticipated that Mr. Russell Young will perform the function as our FLS Plans examiner as he is currently studying for this exam. However, should he not obtain this certification by July 1, 2021, the City will rely on Northwest Code Professionals.
5. Page 28 of our application package is correct, and page 8 corrected to show master plumbing and electrical permit programs.
6. Should Mr. Young cease to be an employee of Junction City then we would work with them to find and hire the most qualified individual in the shortest time possible. During any gap of coverage, we would rely on Northwest Code Professionals and Lane County to meet customer needs.
7. Your statement that "... there does not appear to be separate tracking of permit fees" is incorrect. Since the City has not had our own Building Permit Program, we have not established a separate, dedicated fund. (We will do so as part of our FY 21/22 budget. Please see attached City Resolution #1249, pg. 59). However, we do and have tracked total building permit fees, as part of our general fund, including plumbing and mechanical. Please see attached Page 4 of City's General Fund Budget under category of "Licenses and Permits." Expenses related to "Building Permits" are tracked as a General Fund Expense under the category "Land Use Fees," line item "Building Permit Expense" (copy attached, pg. 67 & 68). Historically, these "Building Permit Expenses" have consisted almost entirely of the share of fee revenues collected that is rebated back to Linn County.
8. As indicated in the attached revised Harrisburg Municipal Code, Section 15.05.010 (pg. 79-84) clarifies the building codes to be enforced by the Building Code Administration, role of the Building Official and Code Enforcement. The Program Administration section of the "Operating Plan" page 19 has been rewritten to provide more information, as requested.
9. Please see revised HMC 15.05.010 attached, which clearly identifies that the City will administer the Electrical Code Program. This change is also reflected in the revised "City of Harrisburg Application Packet...", included with this letter.
10. Page 24 of our revised application materials has been amended to include the appointed building official and one other city official.
11. The required changes have been made to pages 27 and 29 of the revised application materials.
12. Reference to ICC Certification has been removed from the revised application materials.
13. The requested change on page 29 of the City's application materials has been made in the revised materials.

14. Page 29 of the City application materials has been changed to reflect that the City will be contracting with Junction City, not Mr. Russell Young.

15. ORS 455.156(2)(D) states that “A municipality that establishes a building inspection program...or an electrical inspection program... may ... investigate violations of and enforce ORS 479.550(1) and 479.620 and issue notices of proposed assessments of civil penalties for those violations” and Section (C), “a municipality that establishes a building inspection program under ORS 455.148 or 455.150 may investigate violations and enforce any provisions of the program administered by the municipality (emphasis mine). The referenced section in our application materials states that we do intend to issue notices of civil violation (as authorized in ORS 479.550(1) and 455.148) for all the structural licenses we will be administrating in accordance with our “Program Assumption Request.”

16. Yes, to both questions, as stated in the last sentence on Page 33 of the revised application materials, and as authorized OAR 918.020-0090(8)(i).

17. Section “Code Interpretations and Dispute Resolution” on Page 34 of application materials has been revised to address the stated concern.

18. The reference should have been to “Harrisburg Building Codes Appeals Board” as described in HMC 15.05.160 (attached, pg. 83) and as will be appointed by the Harrisburg City Council. The City Administrator, as described in the revised City application materials, can hear, or consider, only those appeals that involve the personal behavior of an inspector or building official.

19. Page 36 has been corrected to read “48” hours from time of request to actual inspection.

20. The Harrisburg/Junction City IGA has been amended to encompass four years rather than one (copy attached, pg. 88). The percentages of fee revenue sharing indicated in Section 5 F of the joint IGA are correct. Building and electrical permit fees will have their own separate funds, fund accounting, and audits as per pages 36 and 24 of the submitted City application materials, as well as Resolution No. 1249 (attached, pg. 69). It is uncertain to me what is meant by your question desiring “...further information on how the City plans to ensure building fees are only used for building department services”? How do other cities provide such assurances?

The building and electrical separate funds, along with all other City funds, would be included in the City’s annual budget, and public budget review and adoption process. If the Division would like copies of the City budget as we move through the annual process, we would be more than happy to provide them.

As made clear in City Council Resolution 1249, funds/revenues in the dedicated Building Permit and Electrical Permit Funds shall be used for “...only the necessary expenditures required to support and maintain these programs.” Any annual fund surplus would be carried forward in the same fund. Administrative overhead will be charged to the two funds based only on documented staff time required to assure compliance with applicable OARs, ORS, and our own Building and Electrical Operating Plan.

Budgeting details would include expenses such as ePermitting, computer support, inspection costs (as per IGA), and a small amount of front counter staff support.

21. The Inspection Schedule on Page 45 of the application materials (IGA) has been corrected and a new IGA (attached) approved by Harrisburg and Junction City.

22. The City has amended HMC 15.05.010 (copy attached) with the intention of including all additional duties of Chapter 1. Should additional changes be required or recommended by the Division, the City stands ready to make those additional changes.

23. The City of Harrisburg does not plan on adopting its own building inspection fees but will use the same fee structure as Junction City with one exception: The City of Harrisburg will leave the electrical inspection fee schedule unchanged at least until July 1, 2023, regardless of fee changes that may be implemented by Junction City.

24. It is the City's intention to maintain building and permitting related records on the retention schedule required by OARs 166-200-0215, 0230, 0250, and 0300. The City's Municipal Recorder, Michele Eldridge, has received her municipal recorder's certification and is well qualified to meet all required records retention standards.

25. The City's application materials, on Page 65, clearly identifies the financial projections as, "Harrisburg Building Permit Program Revenues and Expenses". We were not able to complete electrical program financial assumption in time for the September 30, 2020 application package because Linn County had not yet provided us the required historical permit information. However, a "Harrisburg Electrical Program Revenues" projection was emailed and mailed to you on October 5<sup>th</sup>. We have included same with our revised application materials, attached, pg. 66.

26. The City's revised application materials (attached, pg. 4) of the revised IGA, included with the revised application materials, contain indemnification for the State of Oregon. If other indemnification is required, please advise.

27. The City has included the recently revised HMC 15.05.010 and HMC 15.05.20 that include the adoption and enforcement of the State Electrical Code.

28. Electrical fee increase restriction (to July 1, 2022) included in revised City application materials, page 36.

29. A comparison of the quality of current versus proposed inspection services is on page 11 of the City's application materials. However, this section has been redrafted for the revised City application and further clarifies the substantial advantage and gain in inspection services for both contractors and the public as a result of Harrisburg assuming the building and electrical programs.

30. In accordance with OAR 918-308-0040(27)(1), the City's IGA with Junction City "piggybacks" on their IGA with both Lane County and Northwest Code Professionals. Please also see the answer to your question number three, the revised Harrisburg/Junction IGA and the revised application materials.

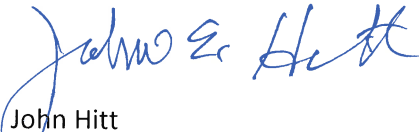
In summary, the City of Harrisburg believes we have responded to your December 2, 2020 letter by taking the following actions:

1. Responded to your December 2, 2020 letter by responding to all 30 of your clarifying questions and recommendations.
2. We have revised our application materials, including a revised IGA with Junction City, revised Municipal Code 15.05 and 10.10, revised assumption plan and revised City of Harrisburg Building and Electrical Programs Operating Plan, a corrected "Program Administration Request" and have included with our revised application materials the "Harrisburg Electrical Program Revenues" projection that was not included in the original submittal (see question number 25).

Nevertheless, I realize my responses may not be entirely sufficient to meet the needs of the Division, and relevant OARs or ORS. Hence, we are prepared to submit additional information or make additional revisions in our application materials.

It is fully our intent and desire to proceed with our Program Administration Request. We are happy to meet with responsible parties and/or provide additional information at any time.

Sincerely,



John Hitt  
City Administrator  
City of Harrisburg, Oregon



# Program Administration Request

New

Renewal

**Department of Consumer & Business Services**  
**Building Codes Division**  
 1535 Edgewater St. NW, Salem, OR  
 Mailing address: P.O. Box 14470, Salem, OR 97309-0404  
 Phone: (503) 373-4133 • Fax: (503) 378-2322  
 Web: bcd.oregon.gov

**Municipality:** City of Harrisburg **Building official:** Russell Young  
 Address: PO Box 378  
 City: Harrisburg State: OR ZIP: 97446  
 Office location: 120 Smith Street, Harrisburg, OR 97446  
 Phone: (541) 995-6655 Fax: (541) 995-9244 E-mail: jhitt@ci.harrisburg.or.us

**Mark program choice by indicating level:**

- X – Performed by municipality
- C – Performed by county
- S – Performed by state

Plans				Structural				Mechanical				Electrical			Plumbing				Manufactured Structures (MSI)	Park Camp (PCI)	Master Builder Program (optional)
A	B	C	F	A	B	C	M	A	B	C	M	A	B	M	A	C	S	M			
X				X				X				X		X	X			X	x	x	x

**Note:** Assumption of a structural A-level program includes the requirements for disabled access [ORS 447.233(5)]. MSI includes manufactured dwelling installations; alterations, accessory structures, buildings, and cabana installations; plan review; and inspections. Park/camp includes mobile home and manufactured dwelling parks, recreation parks, organizational camps, and picnic parks plan review and inspection.

**Attach the following:**

- Completed copy of municipality’s operating plan (OAR 918-020-0090)
- Electrical program requests (See requirements in OAR Chapter 918, Div. 308.)
- Changes of service areas (Include map or description.)
- Current fee schedules for all programs
- Name of a contact person for surcharge report of assumed programs

Name: Cathy Nelson Phone: 541-995-6655  
 Address: PO Box 378  
 City: Harrisburg State: OR ZIP: 97446

List inspectors and others, as requested, on the back of this sheet. Attach additional pages as necessary.

Official delegation or assumption of the program(s) above is requested for the period beginning July 1, 20 \_\_\_\_\_ .

Authorized signature: *John G. Hitt* Title: City Administrator Date: Revised 12.22.20

**Request will not be accepted without signature.**





# City of Harrisburg

## Plan for Assumption of Building Inspection Programs

In accordance with ORS 455 and 479

Proposed Effective Date:

July 1, 2021

\* Revised 12/20/2020



## I. Administration of the Program

The City of Harrisburg is capable of administering a Building Inspection program for four or more years based on the following:

1. We have sufficient city staffing (3 FTEs) who are available to receive, log, track, and issue building permit applications
2. We have performed many of these administrative functions for 23 years during our relationship with Linn County.
3. We have adequate reserve funds to pay for the program, even in lean years, since we have an “Unappropriated Ending Fund Balance” of over \$202,000 while our anticipated total Building Permit Expenses (Not considering any permit fee collections) is \$70,000. Thus, we could ‘carry’ the Building Program for almost three years, even if there were no permit fee revenues or collections of any kind.

## II. Improving Service Levels

1. By assuming this program from Linn County, service levels to builders, remodelers and contractors would markedly improve. Our proposed IGA (**Exhibit A**) commits Junction City to certain maximum timeframes to perform plan review and provide inspections. Our current agreement with Linn County (**Exhibit B**) provides no such performance standards.
2. In addition, those wanting to meet directly with the Inspector/plans examiner can do so after an 8-minute drive to Junction City. Currently, those wanting a meeting must travel to the County Courthouse in Albany, approximately a 75-minute round-trip drive. Furthermore, any necessary re-inspections can be more easily accomplished and scheduled due to the close proximity of Harrisburg and Junction City as well as the greater time availability by the Junction City Inspector(s).
3. The City will join Junction City by adopting the Oregon State ePermitting Program. This program allows immediate permit

tracking status not currently available for contractors and building permit applicant.

4. Pre-application meetings/conferences. For those proposing larger or more complex building/construction projects, the Junction City Building Official has agreed to meet with them personally, in Harrisburg, along with the City Engineer and City Planner, all at no charge to the developer. These meetings allow any questions or concerns about relevant building codes or building inspection procedures to be addressed prior to the submission of a building permit(s). The Linn County Building Official, the existing inspection services provider, has not been responsive to requests to attend pre-application conferences.

### III. Financial Feasibility.

1. As noted above, Harrisburg has substantial unallocated General Fund Reserves that could be used to absorb any Building Program losses.
2. Attached to this Plan is a record of our Building Plan Revenues and expenses for the Fiscal Years 2016/17 – 2019/20 (these do not include electrical permits, as they have been issued through Linn County only). During none of these years did the City encounter a loss. The amount of permit revenue the city can ‘keep’, or retain, is currently 25% of Building Permit Fees and 0% of Plan Review Fees, under our current IGA. [See **Exhibit B**, Linn County/Harrisburg IGA, sections (4) (a) & (b).] Yet, nevertheless, this provides us with average Building Fund Revenue of \$83,219 per year for these years. We estimate that annual average processing costs to service these permits, to be about \$71,318 per year.
3. Please note that our Draft IGA with Junction City, for Building Permit Program Services, allows Harrisburg to retain 35% of all Building Permit Program fees, (Exhibit B, section 4.A.) including plan review fees. (Our current agreement with Linn County allows

Harrisburg to retain 25% of building permit fees and 0% of plan review fees.)

4. Finally, we included a four-year projection (**Exhibit C**) of estimated Building Program Revenues and the estimated retainage by Harrisburg under our proposed Harrisburg/Junction City IGA. This projection assumes building permit activity will be 10% lower than the years 2016-2019, which were slow years for us compared to historical averages. The projections also do NOT assume any increased revenues for the next 4 years, except for a presumed 2% annual COLA adjustment. These revenue projections also do not include being able to keep more of the permit related revenues under the new, proposed IGA.

#### IV. The Transition Process.

1. Please note the two letters from Harrisburg to the Linn County Planning and Building Department (**Exhibits D**). These letters request the full cooperation of Linn County for the purposes of processing or closing out any existing or pending permits/inspections and makes clear that all permit revenues collected by the City of Harrisburg prior to July 1, 2021 will be paid to Linn County IAW our existing IGA. Any enforcement actions commenced by Linn County prior to July 1, 2021 will be left under their auspices to handle as they see fit.
2. We have not yet heard a formal response from Linn County regarding our letters, but we are certainly ready to work with them, in good faith, to quickly resolve any transitioning concerns or questions they may have.
3. Public and Contractor Notice. From the perspective of contractors and the general public, Harrisburg's assumption of our Building Program will seem relatively seamless. We will accept building permit applications at Harrisburg City Hall, as we do now. We will also continue to issue plumbing and mechanical permits directly over the counter, as we do now.

Nevertheless, we will grant the public and contractors' numerous opportunities to offer input and receive information about the Harrisburg Building Program assumption. These include, as a minimum:

- A. A formal advertised public hearing on or about Jan 26, 2021.
  - B. Regular City Council and public updates of the status of the Program assumption at public City Council meetings.
  - C. Posting information on the City website and Facebook page about the Program Assumption, notifying contractor and the public of when and where they can offer either written or oral input, and
  - D. A timeline of the Assumption process, where they can get more information and FAQs
4. Transferring/Employing affected employees. There will be no need to transfer any employees as Linn County will not need to layoff or reduce the work hours of any Building Dept. employee. Harrisburg represents only a small, incremental portion of building permit activity in Linn County.
- In accordance with OAR 918-020-0095 (1) (f), ".....two or more municipalities may combine in the appointment of a single building official for the purposes of administrating a building inspection program within their communities." As the attached proposed draft Harrisburg/Junction City IGA, and the "Program Administration Request' form make clear, we are combining with Junction City for the 'appointment' of a common building official, Mr. Russell Young.

V. The Transition Schedule:

1. September 30, 2020: Harrisburg submits to Oregon State Building Codes Division a complete 'Program Administration Request' form with a completed Building and Electrical Operating Plan, Electrical & Building Code Transition Plans, Proposed Service Area Map, Current fee schedule for all programs, and the contact person

(including contact information) for the surcharge report of assumed programs.

2. October 15, 2020: Harrisburg and Junction City shall finalize the Draft IGA, Draft Operating Plan and Draft Assumption Plan and place on docket for the following City Council meeting. Harrisburg City Council will invite public comment on the proposed IGA and possible subsequent Plan Assumption by Harrisburg.
3. October 27, 2020: Harrisburg City Council shall review the proposed IGA, Operating Plan and Assumption Plan, and place on docket for formal consideration at a public meeting on November 10, 2020.
4. November 16, 2020: Harrisburg Staff will respond to any Linn County objections to Harrisburg Plan Assumption and will seek mutual resolution to same.
5. December 8, 2020: Harrisburg City Council, at their regular public meeting, will consider any Linn County or Oregon Building Codes Division objections or questions about to the Harrisburg Plan Assumption as well as City staff responses and recommendations. Council will then consider Operating Plan or Assumption Plan modifications based on objections and responses to objections.
6. December 23, 2020. City staff will respond to OBCD's December 2, 2020 letter and submit revised application materials.
7. January 26, 2021: City Council will hold an advertised, public hearing to consider any actions necessary to finalize the City's Building Program assumption on July 1, 2021.
8. January 27, 2021 – June 30, 2021: City staff will receive training on the new Building Codes and Electrical Codes Administration and Enforcement Program and further public outreach made to contractors and the general public concerning the new program.
9. July 1, 2021: City will begin assumption of the Building Programs consistent with the Harrisburg/Junction City IGA
10. June 27, 2021: At its regular meeting, the Harrisburg City Council will review, and consider for adoption a final, BCD approved, Building Program, adoption ordinances, and fee schedules.

Exhibit 3

# City of Harrisburg

## Assumption Plan Delegation of Electrical Program

Effective July 1, 2021

Revised Dec 20, 2020

- I. City Resolution: Attached to this Plan Packet is **Exhibit F**, City of Harrisburg Resolution No. 1245 passed by the Harrisburg City Council on September 29<sup>th</sup>, 2020.
  - A. Resolution No. 1245 authorizes the included Program Administration Request and that our City and all City staff and persons associated with implementing the Harrisburg Electrical Program will be bound by Electrical Delegation Rules.
  - B. This is the City's first application for an Electrical Delegation.
  - C. **Exhibit G** – Harrisburg Municipal Code (HMC 15.05.010), adopts and enforces the Oregon Electrical Specialty Code. HMC 15.05.020 has been amended to include City administration of the Electrical Specialty Code, and all other provisions as required by OAR-918-308-0030.
- II. Transition from Linn County to City of Harrisburg:
  - A. **Exhibit D** is the letter notifying Linn County of our intent to have the Electrical Program delegated to us effective July 1, 2021.
  - B. We have indicated to Linn County our willingness to work closely with them to develop whatever strategies are appropriate to have a smooth, seamless transition. As of the writing of this document, we have not heard back from Linn County regarding concerns or questions on their part. Because Linn County doesn't allow electrical permits to be issued by their contract cities, including Harrisburg, it is assumed that they will collect all their own permit fees prior to July 1, 2021. We also anticipate that Linn County will complete all inspections on all open permits or enforcement actions pending as of 5:00 pm on June 30, 2021, or as soon thereafter that they can.
  - C. As of July 1, 2021, we will have trained and prepared up to two full-time staff persons to assist with and track electrical permit applications.



Exhibit 4

- D. We will make substantial efforts to inform and seek input from contractors and the public prior to and after assuming the electrical program. We will do so on the same schedule as the Assumption Plan for the Building Program which is included with this application.
- E. Current Employees. Electrical permits issued for property in the City limits are currently inspected by Linn County employees Steve Wills (residential) and Jim Alexander (residential/commercial). We do not anticipate any Linn County Building/Electrical inspectors will lose employment or have his/her hours reduced in any way as a result of the proposed electrical delegation to Harrisburg. This is due to the relatively small percentage of Linn County electrical permit activity that Harrisburg represents. In addition, we have attached an opinion letter (**Exhibit H**) from City of Harrisburg City Attorney, Jim Brewer, that our assumption of the Electrical program will not negatively impact Linn County employees as per ORS 236.605.
- F. Once we have assumed the electrical program, all inspections will be performed by Russell Young, (IAW attached IGA- **Exhibit A**) a current full-time employee of Junction City, or as contingency, inspections may be done by qualified inspectors of Lane County or Northwest Codes as per the attached Harrisburg/Junction City IGA.

# City of Harrisburg

## Building & Electrical Programs

### Operating Plan

Effective Date: July 1, 2021

Revised Dec 20, 2020

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## **Introduction**

OAR 918-020-0090 requires that, “...every municipality...that desires to assume responsibility to administer and enforce a building inspection program shall prepare an operating plan...”

This operating plan is submitted to comply with OAR 918-020-0090 as well as OAR 918-308-0040. This plan is on file with the State of Oregon Building Codes Division and City of Harrisburg City Hall and is available upon request.

This plan reflects the standards, policies, procedures and services administered and offered through the City of Harrisburg. Harrisburg provides a Plan Review and Inspection program under the terms of an Intergovernmental Agreement (IGA) (attached) between Harrisburg and the City of Junction City. This plan will be updated as necessary to reflect changes in service or IGA and as required by OAR 918-020-0105 & OAR 918-020-0370

Any questions related to this plan should be directed to:

Building Official  
Russell Young  
City of Junction City  
Junction City, OR 97448  
541-998-4763 Phone  
541-998-2773 Fax

## **Location**

The City of Harrisburg is in Linn County at 120 Smith Street, Harrisburg, OR 97446. The City can be reached at 541-995-6655 for permit questions or information.

## **Service Description**

In and through our IGA with Junction City, the City of Harrisburg has a full-service Building Department offering Plan Review, Permits, and Inspections in all building code disciplines. The City of Harrisburg has been delegated these Building Inspection Programs by the State of Oregon, Department of Consumer and Business Services, Building Codes Division and are authorized under OAR 918-020-0080.

## **Contract Services**

The City of Harrisburg will conform to these rules, as well as the rules pursuant to plan reviewers licensed under OAR 918-090-0219. Inspection program services are provided by Junction City as defined in the attached IGA. Any questions of the Junction City Building Official, or as to the operation of the IGA, should be directed to John Hitt, City Administrator, PO Box 378, Harrisburg, OR 97446. Phone: 541-995-2200.

**Surcharge Report Contact**

The Harrisburg contact for surcharge reports of the assumed program is:

Cathy Nelson  
Finance Officer  
City of Harrisburg  
PO Box 378  
Harrisburg, OR 97446  
541-995-6655

## Administrative Standards

(OAR 918-020-0090)

**Building Official Program Administration:** Overall program administration is under the direction of the City appointed Building Official as outlined in the Harrisburg/Junction City IGA. The appointed building official has complete City authority to attend to all aspects of the administration and enforcement, including building/electrical inspections, the issuance of permits and all relevant state and city building codes. Complaints concerning the Building Official in his role of administrating or enforcing the City's building code and related matters shall be referred to the City of Harrisburg Building Codes Appeals Board (HBCAB). Based on the recommendation of the HBCAB or upon findings of inappropriate personal behavior, the City Administrator shall have the power to suspend the Building Official and recommend to the City Council the appointment of a new Building Official.

**Program Funds and Fund Accounting:** The City's building program operates in and through two dedicated funds: 1. The Electrical Inspection Fund and 2. The Building Fund. All plan review and permit revenues and fees are deposited into each respective fund. Only City building program related expenses are withdrawn (expensed) from these funds. All direct building and electrical program related expenses are budgeted within these dedicated funds. Any surplus in the Electrical or Building Fund shall be carried forward, in the same fund, for the following fiscal year.

**Program Fund Reserves:** Current General Fund unallocated reserves of over \$200,000 is enough to assure fund viability, for at least three years, even apart from any permit revenues. City staff is trained in the procedures for properly receiving and accounting for program fees, revenues and expenses. In addition, the financial status, revenues, and expenditures of both the Building Fund and Electrical Fund will be audited annually during the city's regular audit.

**Fee Calculations:** Harrisburg, through the IGA, will be using the same fee structure as Junction City. Junction City uses only the state methodology to calculate fees, including the ICC valuation table in effect as of April 1<sup>st</sup> of each year. This includes the Oregon Modifier to determine the appropriate permit fees. Junction City also adopts the fees authorized under OARs 918-050-0130 – 0180. Electrical permit fees are also adopted by the City of Junction City Municipal Code and by Harrisburg City Council Resolution. Harrisburg shall not raise or increase the electrical permit fee schedule attached herein until at least June 30, 2022.

**Equipment:** All Inspectors will be provided work and storage space at Harrisburg City Hall, including computer and printer access, a vehicle if necessary, business cards and miscellaneous

supplies and equipment as may be necessary to administer and enforce all relevant building and electrical codes.

**Reserves:** Reserves are more than adequate. Please see 'Program Funds' and 'Fund Accounting', above.

**Refunds:** Necessary refunds are calculated by the Building Official based on hours worked and then paid by the Harrisburg Finance Officer.

**Authority and responsibilities of the Building Official, Plan Reviewers and Inspectors:** This authority and responsibilities are granted by HMC Chapter 15.05 and HMC 1.10.020 (**Exhibit G**), City Resolution No. 1245 (**Exhibit F**), and the Harrisburg/Junction City IGA (**Exhibit A**).

**Code Appeals:** Harrisburg will establish a Contractor's Review Board to hear local appeals. The Board will consist of two area contractors, a local citizen, and one elected public official.

Appeals directly to the Building Codes Division, IAW OARs 918-251-0040 and 918-001-0139 are also authorized and City staff will be trained to provide information about building/electrical code appeal rights

**Retention of Records:** The City of Harrisburg follows all records retention requirements of the State Archives Division as described in OARs 166-200-0215, 0230, 0250, and 0300. The City's Municipal Clerk has 20 years of experience and has received extensive training in records management and retention. She will be the City official tasked with the responsibility of coordinating records retention with the Building Official and Inspectors. Paper records requiring retention over time will be kept in the City's archives room, a secure facility with no public access.

**Public Access to records, information, and ability to make inquiries, lodge complaints, make comments and otherwise interface with the City's building program and officials:** All Building Department records, including this operating plan are available to any member of the public in accordance with the State of Oregon Public Records Law. In addition, Harrisburg City Staff are available 8:30 – 12:00 and 1:00 to 5:00 at 120 Smith Street, Harrisburg, to answer questions, take messages for the Building Official and Inspectors or otherwise assist any member of the public with questions, concerns, complaints, or needing information. Our City phone system takes and records voice mails continuously, every day of the year. Any message we receive either via email, over the counter, or by telephone will usually be responded to the same day, but never more than two business days.

Complaints about employee behavior or performance will be forwarded to the employee's supervisor. The Building Official and the respective City Managers of Junction City and Harrisburg will also be notified. The complaint will be investigated, and action taken, as governed by the employing City's Personnel Policies.

**Program Jurisdiction:** The Jurisdiction of the City’s Building Program will include all properties and actions within the current city limits as per the City’s Comprehensive Plan Map (**Exhibit E**) or as it may be amended by future City Council action.

**Building Program Additional Responsible Officials and Contract Information:**

Russell Young, Building Official  
City of Harrisburg  
120 Smith Street  
Harrisburg, OR 97446  
[RYoung@ci.junction-city.or.us](mailto:RYoung@ci.junction-city.or.us)  
Cell 541-998-\_\_\_\_\_

Building Permit Coordinator  
Michele Eldridge, CMC  
120 Smith St.  
Harrisburg, OR 97446  
541-995-2239, Cell 541-554-5435



# Permitting Standards

## OAR 918-020-0090

**Purchase of Permits:** Permits may be purchased at Harrisburg City Hall, 120 Smith Street any business day, from the hours of 8:30 am – 12:00 pm and 1:00 pm - 5:00 pm.

**Permit Purchasing Procedure/Policy:** All permit applications are through the state's on-line electronic system – 'e-Permitting'. A computer terminal and monitor will be available to the public at Harrisburg City Hall, for those who might not have their own access. In addition, 'e-Permitting' written instructions will be available and the City's Building Permit Specialist will normally be available to help. Permits may also be submitted via over-the-counter paper submittals. Minor permits, or minor permit follow-ups may also be submitted via FAX at 541-995-9244.

Permit applications that do not require plan or city zoning code review may be issued over-the-counter the same day or the next day if all information is complete and the fee paid.

If additional information is needed the applicant will be so informed and invited to reapply.

**Licensing Verification:** Persons other than homeowners applying for permits will need to demonstrate proof of valid licensing registration prior to issuance of a permit and that applicants are authorized to do the work they are applying for.

### **Permit Issuance Time Frames:**

- A. Notification of Completeness – Application defects or incompleteness will be given to the applicant when discovered. Within three business days of submittal, the applicant will be informed if the application is complete or missing information.
- B. One and two family dwelling plans, as well as plumbing and mechanical: As per our IGA with Junction City, these must be received back at Harrisburg City Hall, ready to issue, within seven business days of delivery of a complete application to Junction City, or submittal on the 'e-Permitting' system.
- C. Manufactured Dwelling Permit: Once the city accepts and reviews a complete application for work regulated by Oregon Manufactured and Park Dwelling Code, the permit is issued. If the permit requires more in-depth plan review the applicant will be notified within three business days of any application deficiencies and upon correction, will issue the permit within seven business days.

- D. Commercial & Multi-Family Permits: Once the City approves the application, permits for work regulated by the Structural, Mechanical, Plumbing, and Specialty Codes may be issued. If the permit application requires some in-dept review, the applicant will be informed within three – seven business days (as Per ‘A’, above) if the application is complete. For new construction and major additions, (As per our IGA with Junction City), the permit will be issued within 20 business days of being deemed complete. Plumbing plan review is only required for complex structures, (see OAR 918-780-0040 for definition of complex structures). Electrical Plan Review is required pursuant to the Electrical Operating Plan and is included with this document.

**Other Permits:**

- A. Non-Plan Review Permits: Permits not requiring a plan review will normally be issued over-the-counter by either Harrisburg or Junction City Staff. The City participates in a minor label program through the State Building Codes Division (BCD) as well as Plumbing and Electrical master permit programs.
- B. Emergency and Temporary Permits: May be approved over-the-counter by the designated Building Official at either Harrisburg City Hall, 120 Smith Street, Harrisburg, or Junction City, 1171 Elm Street, Junction City, or via other reasonable means.
- C. Plumbing – BCD Minor Label Program: Licensed plumbing contractors may apply for commercial and residential minor plumbing labels through the BCD minor label program.
- D. Plumbing Master Permit Program: This program allows operators of commercial facilities to perform basic maintenance and repairs, under certain guidelines, without the need for individual permits or inspections. Owners, operators, or contractors may apply to the City for participation in this program. Requests to participate will be reviewed by the Building Official to assure applicability. For more information please contact the Building Official.
- E. Electrical Master Permit Program: The electrical master permit program allows operators of commercial or industrial facilities to perform basic maintenance and/or repair of electrical work under certain guidelines without the need for individual permits or inspections. Owners, operators, or electrical contractors can apply to the BCD for participation in this program which contains certain restrictions and limitations.
- F. Required proof of licensing, registration or certification: Prior to the issuance of any permit, City staff will verify that the applicant meets the licensing and registration requirements of ORS Chapters 446, 447, 455, 479, 693 and 701. All City permit applications require the submission of contractor/registration/certification numbers. Issues arising out of verification of these numbers will be resolved by the Building Official. Also, building inspector staff also verifies and spot checks the required registrations.

# Plan Review Standards

(OAR 918-020-0090)

Plan Review Policies: All plan review staff are certified by the State of Oregon (as per OAR 918-098-1010) in those codes administered under this Operating Plan. These staff keep themselves current in and assure compliance with all applicable specialty codes and interpretive rulings adopted the Building Codes Division.

Permit Application Checklists: As described elsewhere in this plan, City staff will maintain a variety of permit applications checklists and make these available to the public at the Building Codes Counter and the City's website. They will also be emailed upon request.

Notification of Application Completeness: As noted elsewhere, and under the terms of the City's IGA with Junction City, applicants will be informed in three business days or less, after submission of an application, whether the application is deemed complete or deficient (and if so, how to correct the deficiency.) Once the application is deemed complete, and whether it is a simple or complex residential permit, will be issued not more than seven business days after a determination of a complete application.

Permit Applications requiring plan review: Applications, such as structural, fire and life safety, commercial plumbing and commercial mechanical, will not be issued until at least (3) sets of plans have been received. These plans may be submitted in person, by fax, email, via 'e-Permitting' or mail. If plans are deemed incomplete notice to the applicant will go out in (3) business days via the same method, they were received. Such incomplete submissions are held 'in abeyance' for 90 days or until the additional information is received.

Non-Compliant Plans: Plan applications deemed non-compliant to any relevant specialty code will result in the applicant being notified, in the most expedient

method possible, as soon as possible, but not more than (3) business days from submission.

Complete and Compliant Plans: When the Building Official makes such a determination, he/she will stamp the plans and return them to the Harrisburg City Building Permit Official who will then immediately notify the applicant. Upon payment of the Plan Check and Building/electrical permit fees, they will be issued to the applicant by the most expedient means.

Phased and Deferred Permits: The City permits phased and deferred permitting as consistent with OSSC 107.3.3 and OSSC 107.3.4.2 All applicants for these permits will be notified upon submission of the timelines for the phased plan and permit reviews as well as notifying him/her that there is no assurance that a final permit approval and/or Certificate of Occupancy will be granted upon reaching the final permit phase or deferral.

Application Materials: Plans that require professional review require design by an architect or engineer, certified in the State of Oregon. All permits to be issued require Building Officials Stamp of plan approval.

Alternative Dwelling Plan Process: The City of Harrisburg uses the Junction City policy and process for architects and engineers using an alternative one- and two-family plan review under ORS 455.6228. This policy outlines steps for verification that the design professional is also a residential plans examiner, waives the building inspection plan review and establishes an appropriate fee for processing plans under this rule.

Contracting with Licensed and Certified Personnel and Personnel Backup: The City of Harrisburg is contracting with Junction City in and through the terms of the attached IGA to handle all necessary plan reviews and Building Official functions. The City of Junction City maintains a roster of more than three (3) primary and back-up certified plan reviewers and inspectors. In addition, the City will accept any licensed Plan Reviewer (IAW OAR 918-090-0210), pre-approved by the Building Official, in order to meet the time requirements for Plan Review as outlined in this plan.

# Inspection Standards

(OAR 918- 020-0090)

Inspection Schedule: Inspection staff for the City of Harrisburg will provide inspection services Monday through Friday on all days but official Federal or State Holidays.

Inspection Request Responses: Persons with a valid, issued permit may request a permit inspection 24 hours per day, 365 days per year by calling the Building Permit Inspection line at 541-998-4763 or through the state 'e-Permitting' system or via an email or in-person request. Such requests must include permit number, site address, name and contact info for persons making the request and type of inspection desired. Normally, the inspection will be made the next business day. If it is anticipated that more than 48 business hours will elapse from the time of inspection request, to the physical inspection, then the permit holder shall be notified by phone or email.

Inspection Policies and Procedures: Upon arrival at the job site, and after making contact with anyone who is present at the job site, the Inspector will use an inspection checklist to: determine that permit numbers match, that an approved permit is posted, and that approved plans are available at the job site or City Hall. Upon completion of the inspection, the Inspector shall update the 'e-Permitting' system, if used, and leave a paper comment at the work site as to approval, conditional approval or failure of the inspection. An additional copy shall be included with the permit file at City Hall. All conditional approvals or failure of an inspection shall be noted on the record and the steps necessary for correction along with code citations.

Inspector Personnel, Education and Certifications: The City of Junction City, Linn County, and Northwest Code Professionals will provide the City of Harrisburg an updated list of Building and Electrical Inspection Staff including their certifications

and continuing education. This list will be made available for public viewing at the City of Harrisburg Permit Counter and Harrisburg website.

Vesting of Building Official Authority: The City of Harrisburg has vested the Building Official with the authority to issue 'Stop Work' orders for any specialty code program governed by this plan, as well as overall enforcement of code violations

Investigations and Enforcement Procedures for Electrical and Plumbing Code violations under ORS 455.156: Inspectors will verify compliance with all applicable structural, plumbing, electrical and contractor licensing and registration requirements. Persons found to be performing work without the required licenses will be notified to immediately cease all work and will be issued a notice of proposed assessment of civil penalty. In addition, the Building Official will be immediately notified. Where violations have been observed first-hand the Inspector shall note the violation by completing a Preliminary Investigation Report and file it with the Enforcement section of the Building Codes Division.

# Compliance Program

(OAR 918-020-0090)

Responding to public complaints regarding Non-Permitted Work or other Building/Electrical Code Violations: Reports of any permit, code, or licensing violations that may violate the state or City building code requirements, are accepted by the City in-person, and via phone, email, or Fax. The City's Building Inspectors are authorized to investigate any and all such reports either as part of their routine inspections, or a special trip to the work site.

Procedures for Requiring Proof of Licensing Compliance and Enforcement: As noted in the "Permitting Standards" of this plan, City staff will require proof of all required certifications and licensing prior to issuing a permit. If the applicant fails to present clear and compelling evidence of having all of the necessary licenses and certifications, then the Harrisburg Building Permit staff support shall hold the permit in abeyance until or unless such evidence is provided. No formal local licensing compliance program, beyond this, has been adopted by the City of Harrisburg. Due to the small size of the City and often personal knowledge that inspectors and staff have of local contractors, developers, and architects, we do not feel such a formal program is necessary. However, notifications of proposed civil assessments for licensing violations shall be entered into the Municipal Court docket by the City's Court Clerk.

# Electrical Program

## (OAR 918-020-0090)

Delegation of Authority for Administration of Electrical Program: The City of Harrisburg has assumed administration and enforcement of the electrical safety program under the authority of ORS 479.730 and 479.855. As a municipal corporation, the electrical safety program encompasses all areas within Harrisburg City limits. The Building Official and 'A' level electrical inspector is Russell Young, who is on the staff of the City of Junction City and will be utilized by the City of Harrisburg under the terms of the Harrisburg/Junction City IGA **(Exhibit A)**.

Adopting Ordinances: Harrisburg Municipal Code sections 15.05.010 and 1.10.020 and 15.05.020 are the authority for the local adoption of the State of Oregon One and Two Dwelling Specialty Code (Oregon Residential Specialty Code) and the Oregon Electrical Specialty Code, (along with others). These local code provisions are reviewed annually to assure compliance with OAR 918-308-0190.

Public Contact Procedures to Obtain an Electrical Permit: The city Building and Electrical Permit Counter is open every business day from 8:30 – 12:00 and 1:00 – 5:00. Questions related to technical electrical requirements can be submitted directly to the Electrical Inspector by phone, email or written message submitted at Harrisburg City Hall. The Electrical Inspector will respond directly to such inquiries, normally through the same channel they are received.

Code Interpretations and Dispute Resolution: The certified Electrical Inspector is responsible for all initial interpretations of the Oregon Specialty Code and the electrical portions of the Oregon Residential Specialty Code. Any appeal of an Electrical Inspectors decisions (whether verbal or in writing) is automatically reviewed by the Building Official unless the Building Official is also the inspector who is being appealed. In such cases, the appeal shall go directly to the



Harrisburg Building Codes Appeals Board as per Harrisburg Municipal Code 15.05.160. There is no charge for such an appeal and a decision is normally rendered within 3 business days of receipt.

Persons aggrieved by the Building Official's disposition of an administrative matter may submit a written appeal to the Harrisburg Building Codes Appeals Board or directly to the specialty code chief at the State Building Codes Division. Issues not involving inspector-related issues but involve matters of personal conduct shall be appealed to the Building Official, or if it concerns or involves the Building Official's personal behavior then it shall be appealed to the City Administrator for resolution or possible disciplinary action.

Permit Sales Office: The Building and Electrical Permit Counter at the City of Harrisburg is available any business day from 8:30 – 12:00 and 1:00 -5:00. Permit applications on forms provided by the City, are available here or on-line. Completed applications can be delivered in-person, or via mail/email or may be entered into the state 'e-Permitting' system on the applicant's own computer or the one available at the City Permit Counter.

Permit Application Review Procedures: Permit applications received in-person at the City Permit Counter will be reviewed for completeness before the applicant leaves, when possible, but in not more than 48 business hours. Applications received via other means will be checked for completeness within 48 business hours and the applicant notified of any deficiencies within another 24 business hours. Payment for Electrical Permits must be made either when submitted (regardless of means), or within 48 business hours, prior to further processing. If no permit fee is received the applicant will be notified and if the fee is not paid within five business days, and/or any application deficiencies aren't corrected, then permit staff will discard the application.

A complete and paid for application will be reviewed by the Electrical Inspector IAW with OAR 918-311-000 through -0060 and approved, conditionally approved, or denied within (7) business days.

Other Electrical Programs: The City also participates in a Minor Installation Label program, through the State Building Codes Division, which complies with OAR 918-309-0200 through -0260 and the Electrical Master Permit Program IAW OAR 918-309-0100.

Electrical Inspection Standards and Procedures: Inspection services are available all regular business days. Persons with valid permits may request an inspection through the State e-Permitting system, in person at the City Permit Counter, or by phone at: 541-998-4763 or email to: [ryoung@co.junction-city.or.us](mailto:ryoung@co.junction-city.or.us).

Inspection request must include, either orally or in writing: 1. Permit Number, 2. Site address, 3. Name and contact information for person making request, 4. Type of inspection requested. Inspection requests made after 7:00 am on business days or during non-business hours, will normally occur the next business day. In any event, complete and accurate inspection requests will take place not later than 48 hours from the day and time of the request. Inspection requests submitted without the required information, as noted herein, will not be acted upon.

Electrical Safety Program Compliance: The electrical inspector and City Permit Counter Staff will perform periodic as well as spot checks for required licensing and certification for the person(s) performing the work. Detected violations will be reviewed by the Building Official and, as appropriate processed as per the established state compliance program.

Electrical Program Fund Accounting and Establishing Fees: All revenues, and program interest, collected under the electrical program, and all expenses necessary to operate the program, will be accounted for in a separate dedicated fund. All financial records related to the Electrical Program, including records from prior years, if available to the city, as well as future projections, are available upon request during all business hours at Harrisburg City Hall.

Fees: Electrical permit and plan review fees will be fixed (as attached) until at least July 1, 2022 and thereafter shall be reviewed annually and assessed to provide the City of Harrisburg cost recovery for administration and operation of the Electrical program. Any fee changes proposed by the City of Harrisburg are sent to the State Building Codes Division for review and notice at least 45 days in advance of consideration by the Harrisburg City Council at a public meeting. Generally, the Harrisburg electrical and building permit fees will be the same as Junction City's. The fee schedule is provided at City Hall, and on the City website, and is attached as **Exhibit I**.

Electrical Program Contingency Plan (OAR 918-308-0040(2)(1)). In order to still provide inspector services consistent with OAR 918-380-0090(2) during situations where usual inspection support becomes unavailable, the City in and through its IGA with Junction City, will rely on either or both Lane County or Northwest Code Services. These two organizations have fully staffed building and electrical inspectors who would be available to meet the City's contingency needs.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITIES OF JUNCTION CITY AND CITY OF HARRISBURG  
FOR BUILDING PERMIT AND ELECTRICAL PERMIT PROGRAM SERVICES**

This agreement is made and entered into by and between the cities of Junction City and City of Harrisburg, hereinafter referred to respectively as “Junction City” and “Harrisburg” or collectively as “Cities.”

**RECITALS**

WHEREAS, Cities are authorized pursuant to ORS 190.003 through 190.110 to enter into intergovernmental agreements for the performance of any or all functions which a party to the agreement has the authority to perform; and

WHEREAS, Cities are authorized pursuant to ORS 455.148(3), ORS 455.150(3), and OAR 918-020-0090 to combine in the appointment of a single Building Official for the purpose of administering a Building Inspection Program within their communities; and

WHEREAS, the City of Junction City Public Works & Development Department employs both a certified Building Official and an Electrical Specialty Code Inspector; and

WHEREAS, Cities find it beneficial to enter into this Intergovernmental Agreement (Agreement) to obligate and authorize Junction City to provide building official, inspection, plan review, electrical specialty code and other building permit program services to Harrisburg , subject to the terms and conditions herein.

**AGREEMENT**

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Effective Date. This Agreement shall be effective on July 1, 2021.
2. Duration and Termination. The term of this Agreement will extend for four (4) years from the Effective Date; subsequently it shall automatically renew for successive one (1) year terms. Either party may terminate this agreement at any time upon provision of at least six (6) months written notice to the other party of its intent to terminate this Agreement. Termination of this Agreement shall not affect any obligations or liabilities accrued to the parties prior to such termination.
3. Services. Junction City agrees to provide building official, inspection, plan review, and electrical specialty code services to Harrisburg, as more specifically outlined in the attached Exhibit A (collectively, “Building Permit Program Services”).

4. Consideration. Harrisburg will pay to Junction City:
  - A. Sixty-five percent (65%) of all fees collected by Harrisburg in conjunction with its Building Permit Program for Services performed pursuant to Section 3 of this Agreement; and
  - B. Invoiced amounts on a time and materials basis for Services provided for which Harrisburg collects no fees, as outlined on the fee schedule attached as Exhibit B.
  
5. Harrisburg Obligations. Harrisburg shall:
  - A. Designate the Junction City Building Official as the Harrisburg Building Official. The Building Official shall have final authority over all building program decisions and will hold full discretionary authority over Harrisburg's building program.
  - B. Designate the Junction City Electrical Specialty Code Inspector as the Harrisburg Electrical Specialty Code Inspector. The Electrical Specialty Code Inspector shall have final authority over Harrisburg's electrical program and will hold full discretionary authority over Harrisburg's electrical program.
  - C. Maintain detailed financial records of all revenues and expenses on a separate basis for both building permit and electrical permits received in the operation of Harrisburg's Building Permit and Electrical Permit Programs.
  - D. Review site development plans for conformance with city land use regulations and notify the Building Official when approved.
  - E. Provide Junction City Building Permit Program Services providers space for storage of files and plans, office space and computer access and provision of necessary clerical support as may be necessary for the provisions of said Services by Junction City.
  - F. Not later than the 10<sup>th</sup> day of each month, provide to Junction City sixty-five percent (65%) of all fees collected during the preceding month for Harrisburg's Program. Fees will be charged in accordance with the State of Oregon Building Code Division fee and evaluation schedules, in addition to any other Program fees properly adopted by Harrisburg.
  - G. Receive all building permit applications and collect all building permit fees in accordance with the State of Oregon Building Code Division fee and evaluation schedules, in addition to any other Program fees properly adopted by Harrisburg.
  - H. Within thirty (30) days of receipt, pay Junction City's invoiced fees as outlined in 'Exhibit B'.

- I. Harrisburg shall assist with Junction City in implementation of the Oregon State electronic permitting system and shall share the fees and costs of said system on an equitable basis.
  - J. For permits not requiring plan review, Harrisburg may immediately issue such permits, collect the appropriate fees and retain 35% of the fee collected.
  - K. All required reports and required administrative tasks undertaken by Junction City on behalf of the Harrisburg shall be tracked on an hourly basis by Junction City and billed on a quarterly basis to Harrisburg, not to exceed \$70/hour.
  - L. Land Use Regulations: Harrisburg agrees that it will not submit to Junction City any permit applications that have not been signed by authorized Harrisburg personnel attesting that the proposed work will be in compliance with Harrisburg's zoning and other land use and development ordinances.
6. Junction City Obligations.
- A. Junction City will employ a qualified Building Official, in compliance with ORS 455.148(3) and OAR 918-020-0090, and an Electrical Specialty Code Inspector.
  - B. Delegation. Junction City may not delegate discretionary responsibilities associated with its Building Permit Program Services but may contract with other agencies or third-party contractors to perform ministerial services associated with inspections, plan review, or other technical assistance services.
  - C. Junction City will keep a record of all hours worked by Junction City employees and third-party contractors or agencies to provide Building Permit Program Services to Harrisburg and bill those amounts to Harrisburg which exceed Harrisburg's percentage payment, or for which Harrisburg collects no Building Permit Program fees. Any such charges shall be billed to Harrisburg on a quarterly basis not to exceed sixty-five percent (65%) of fees collected by Harrisburg during the same quarter.
  - D. Junction City will evaluate all Harrisburg permit applications and plans submitted to it to determine the required fee to be collected by Harrisburg.
  - E. After approval of the plans/permits by Junction City, and calculation of the required fee(s), Junction City shall return the application with at least one set of approved plans, and an inspection card to Harrisburg which shall then issue the permit and collect the appropriate fee.
  - F. Junction City shall prepare and submit all required reports to the Oregon State Building Code Division and Linn County Assessor including, but not limited to: a) monthly surcharge reports based on fees collected, b) monthly and year-end building permit activity reports, and c) required notifications regarding the

Harrisburg Building Permit Program. d) In addition, Junction City shall prepare and submit to Harrisburg within 30 days of the end of each calendar quarter a summary report of completed and open building permits. e) Junction City shall keep track of, and inform Harrisburg and permit applicant of building permits that have been expired by Junction City.

7. General Provisions. Each City will designate Junction City's Building Official to supervise and coordinate the Building Permit Program.
8. Land Use Regulations. Junction City shall enforce Harrisburg land use regulations, involving dimensional standards (setbacks, lot coverage, etc.) for buildings, and controls for drainage as they are specified on the site plan by a Harrisburg official. Any necessary legal action resulting from the enforcement of land use regulations is the responsibility of the City of Harrisburg.
9. Mutual Indemnification. Each party shall defend, indemnify and hold harmless each municipality and the state for any and all claims, lawsuits or actions related to any personal injury, death or property damage arising from any act, omission or error on the part of any contractor in its work for the municipalities' building permit and electrical permit programs.
10. Attorneys' Fees. In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
11. No Waiver of Claims. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or any other provision of this Agreement.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning Building Permit Program Services and supersedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the Building Permit Program Services, which are not fully expressed herein. This Agreement may not be modified or amended except in writing signed by each party to this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized representatives as of the dates set forth below.

CITY OF JUNCTION CITY, OREGON

By: \_\_\_\_\_  
Jason Knope, City Administrator

Dated \_\_\_\_\_, 2020

CITY OF HARRISBURG, OREGON

By: \_\_\_\_\_  
John Hitt, City Administrator

Dated \_\_\_\_\_, 2020



## **Exhibit A**

### **City of Harrisburg**

#### **Building Permit Program Services**

- **BUILDING OFFICIAL**

The Building Official must be certified by the State of Oregon and develop a relationship with City Staff (Public Works, Planning, Administration) to provide excellent service related to administration of building inspection services.

**Availability:**

- Accessible via phone, email, and in person (by appointment, at Harrisburg City Hall)
- Adequate response time (reply within 48hrs) regarding disputed inspections and other concerns.
- Responsive to Harrisburg City Staff:
  - Available for Pre-application and pre-construction meetings, as requested/by appointment
  - Responsive to inquiry, as needed, within 48 hours, or the next business day, whichever is later.
- Receives public complaints regarding code provisions, inspections and employee behavior
  - Code provisions: Referred to the most appropriate Staff member; may escalate to an appeal, at which point Appeal procedures are followed.
  - Employee behavior: Processed by Building Official per personnel procedures.
  - The Harrisburg City Administrator shall be briefed on all public complaints, and the resolution thereof, while still protecting the privacy rights of the public and Junction City employees.

**Extent:**

- Provides and assures training and maintenance of examiners' and inspectors' certifications
- Collaborates with Harrisburg City Staff, and the Harrisburg and/or Linn County Fire Marshal to maintain appropriate policies and procedures for complying with State Building Code requirements including but not limited to:
  - Oregon Structural Specialty Code updates
  - Risk Areas: Floodplain, Steep Slopes (excavation and grading), Wetlands
  - Oregon State Fire and Life Safety Code
- Issues initial Certificate of Occupancy, upon sign-off from City Staff as well as re-certifies Occupancy of existing buildings following modification or changes in use. May also issue Temporary/Conditional Certificate of Occupancy upon approval of Harrisburg City Staff.

- Declares dangerous buildings or condemnation orders following evaluation criteria specified by the State of Oregon and makes presentation to the Harrisburg City Council upon consideration of a city declaration of a nuisance or hazardous structure.
- Verifies licenses and registrations required under ORS Chapters 446, 447, 455, 479, 693 and 701
- Adjudicates appeals, as filed, per Oregon Revised Statutes

**Process:**

- Provides monthly Building Inspection report to City Staff for public review; aggregates data for an annual report to the City each fiscal year.
- Hears appeals from disputed inspections
- As per ORS 455.690, manages aggrieved/disputed inspections and appears before the municipal appeals board or to the appropriate state advisory board.

- **PLANS EXAMINERS**

Plans Examiners provide code compliance review through three stages: 1) Primary plans examination, 2) Remedial review, and 3) As-built review.

1. **Primary Plans Examination** is the bulk of plan review for Specialty Code and Fire Code items.
  2. **Remedial Review** is the additional review, as required, to remedy deficiencies identified in the primary review.
  3. **As-Built Review** provides assurance that what is drawn and approved was built to noted specifications prior to issuance of a Certificate of Occupancy.
- Appointed by Building Official, certified by State of Oregon in one or more specialties (structural, mechanical, plumbing, electrical) for both/either Residential or Commercial construction.
  - Available by phone, email, and in person (by appointment at least one day a week, at Harrisburg City Hall) between 9am and 5pm Monday through Friday.
  - Adequate response time (reply within 24hrs) regarding applicant inquiries and other concerns.
  - Single Family, or two family dwelling plans for grading, construction, demolition, plumbing or mechanical permits shall be returned to the City of Harrisburg within the lesser of 216 hours or 7 business days from receipt, by Junction City, of a complete and adequate set of plans and/or permit applications.
  - Multi-Family, or Commercial Plan review and permit applications for grading, construction, demolition, mechanical and plumbing permits shall be returned to the city of Harrisburg within the lesser of 576 hours or 20 business days from receipt, by Junction City, of a complete and adequate set of plans and/or permit applications.
  - Review for compliance with Oregon Structural Specialty Code, Oregon Fire Code.
  - Provide additional review for compliance related to risk areas: Floodplain management, Grading and excavation.

- **INSPECTORS**

Inspectors build rapport with developers (residential and commercial) by providing clear expectations, personable and polite interaction, and fair assessment in assuring compliance with applicable Building Codes and Development Code Conditions of Approval.

**Availability:**

- Appointed by Building Official, certified by State of Oregon in one or more specialties (structural, mechanical, plumbing, electrical) for both/either Residential or Commercial construction.
- Adequate number of specialized inspectors to provide inspections consistent with OAR 918-308-0010(2) within 24 hours of the request:
- Backup inspectors provided to assure coverage in case of absence, as identified and described in an IGA between Junction City and Lane County, plus an agreement with Northwest Building Code Pros, and attached herewith as Exhibits C and D.

**Extent:**

- Provide pre-development/pre-construction meetings upon request to discuss any unique aspects of the project, clarify special inspection requirements, coordinate public infrastructure issues, and reach consensus on any issues identified during the review process.
- Each inspection visit shall be documented and held on-file at Harrisburg as well as at the jobsite until Final Inspection is performed.
- Inspects and ensures compliance of dimensional standards for buildings, as well as drainage as specified on the site plan.
- May issue stop work orders after consultation with Harrisburg City Staff regarding that decision.
- Performs investigations into certifications, license/registration requirements in addition to verification of compliance of electrical, plumbing, mechanical, and other work.
- Responds to reported Code Violations to determine whether a violation exists. Will be responsible for reviewing all possible building code violations within the City of Harrisburg, as may be reported and take appropriate follow-up action.
- Issues civil penalties on the City's behalf as authorized by ORS 455.156.
- **PROGRAM PARTICIPATION**

Building Inspection services shall work with the following programs, as delineated by the State, for all building disciplines:

- Bulk labels
- Temporary permits
- Master Permitting

**Exhibit B  
Fee Schedule**

Junction City's hourly rates for Building Permit Program Services and Services provided for which Harrisburg collects no Building Permit Fees are as follows:

Building Official: \$70  
Building Permit Specialist Services: \$50

Reimbursable expenses:

24"x36" Blueprints.	\$3.00/page
FedEx/UPS	Cost
US Mail	Cost
Standard Black/white	\$ .25 each
11"x17" photocopies	\$ .50 each
Large B/W	\$ .50 per square foot
Color Copies regular	\$1.00 each
Color 11"x17"	\$2.00 each
Mileage	Current IRS rate.

**INTERGOVERNMENTAL AGREEMENT  
(CONTRACT FORM A-2, 2019 EDITION)**

**Contract Title:** Building Inspection Services for Lane County

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and City of Junction City, an Oregon unit of local government ("Agency"), referred to collectively in this Agreement as the parties.

County and Agency agree as follows:

**1. RECITALS**

- 1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2 Oregon law requires that certain building inspections occur within established time frames.
- 1.3 The Parties desire to have building inspection services available to deal with peaks in requested service and the unavailability of their own inspectors.
- 1.4 The Agency is entering in to this Agreement to meet the requirements of Oregon Administrative Rules OAR 918-020-00090(3)(a)(G)(d) and OAR 918-308-0040, (Electrical Program Municipal Administration).

**2. SCOPE OF AGREEMENT.**

**2.1 County shall:**

- .1 Provide building inspection services required by the Oregon Department of Consumer and Business Services, Building Code Division (DCBS/BCD) when requested by the Agency.
- .2 Conduct all inspections in a manner that complies with all applicable statutes and administrative rules.
- .3 Request all inspections by 8:30 AM.
- .4 Conduct all inspections subject to County inspection workloads and provide Agency with notice of scheduled inspection dates and times.
- .5 Provide Agency with inspection results on the day the inspection occurs.

**2.2 Agency shall:**

- .1 Provide building inspection services required by the Oregon DCBS/BCE) when request by the County.
- .2 Conduct all inspections in a manner that complies with all applicable statutes and administrative rules.
- .3 Request all inspections by 8:30 AM.
- .4 Conduct all inspections subject to Agency inspection workloads and provide County with notice of scheduled inspection dates and times.
- .5 Provide County with inspection results on the day the inspection occurs.

**3. DOCUMENTS FORMING THE AGREEMENT**

- 3.1 **The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.
- 3.2 **Exhibits.** With this document, the following exhibits are incorporated into the Agreement: Exhibits "None".

**4. CONSIDERATION AND PAYMENT**

- 4.1 In consideration for Agency's performance under this Agreement, County shall:
  - .1 Pay Seventy Dollars (\$70.00) per inspection.
  - .2 Provide the County invoices monthly. The invoices shall contain the name of the individual performing the inspection, the type of inspections, the date of the inspection and the location of the inspection.
- 4.2 In consideration for County's performance under this Agreement, Agency shall:
  - .1 Pay Seventy Dollars (\$70.00) per inspection.
  - .2 Provide the Agency invoices monthly. The invoices shall contain the name of the individual performing the inspection, the type of inspection, the date of the inspection and the location of the inspection.

**5. EFFECTIVE DATE AND DURATION**

5.1 **Effective Date.** Upon the signature of all parties, this Agreement is effective.

5.2 **Duration.** Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate two years from the date of the last signature on the Agreement. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

**6. AUTHORIZED REPRESENTATIVES.** Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other.

6.1 **County's Authorized Representative.** Steve McGuire, Building Program Manager, (541) 682-4466, Steve.MCGUIRE@co.lane.or.us.

6.2 **Agency's Authorized Representative.** Gary L. Kaping, Junction City Public Works Director, 650 Greenwood / PO Box 250, Junction City, OR 97448, (541) 998-3125, GKaping@ci.junction-city.or.us

**7. INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

**8. PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

**9. MODIFICATION AND TERMINATION.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties. The parties may jointly agree to terminate this Agreement at any time by written agreement.

**10. MISCELLANEOUS PROVISIONS**

10.1 **Disputes.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

10.2 **Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

10.3 **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.4 **Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.

10.5 **No Third-Party Beneficiaries.** County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

10.6 **Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.

- 10.7 **Force Majeure.** Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 10.8 **Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 10.9 **Merger.** This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.
- 10.10 **Americans with Disabilities Act Compliance.** During the performance of this Agreement, Consultant will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

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

AGENCY:

CITY OF JUNCTION CITY, OREGON

By: 

Title: P.W. Director

Date: 6-13-19

Address:

680 Greenwood / PO Box 250

Junction City, OR 97448

COUNTY:

LANE COUNTY

**Daniel Hurley** Digitally signed by Daniel Hurley  
Date: 2019.06.19 11:40:30 -07'00'

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Lane County, Public Service Building  
125 E. 8th Avenue  
Eugene, Oregon 97401





**CITY OF JUNCTION CITY**

**AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES**

Pursuant to City's public contracting authority, the City of Junction City (City) and Northwest Code Professionals (Contractor) hereby enter into an agreement for the provision of ministerial services in accordance with the terms of this Agreement.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Contractor agrees to comply with each:

- Exhibit A – Scope of Work
- Exhibit B – Contractor Fees
- Exhibit C – ORS 279B Public Contracting Requirements

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits C, A, then B, in that order.

1. Term. This Agreement shall extend for a term of one year from August 1, 2018, to August 1, 2019. The Agreement will then terminate, unless extended for up to three additional one-year terms upon mutual written agreement of both parties.

2. Scope of Work. Contractor agrees to perform during the term of this Agreement, the following services:

2.1 Generally, Contractor shall provide ministerial building inspection and plan review services (City Services) to the City, only upon receipt of City's written request.

2.2 Specifically, Contractor shall perform the services set within the Scope of Work attached and incorporated herein as Exhibit A.

2.3 Contractor shall not perform and City shall not pay for Contractor's services which are outside the work described in this Section 2, unless City provides prior written consent for such work. Contractor's services which are outside of the Scope of Work and approved by City shall be charged as provided in Exhibit B.

2.4 In the event that Contractor encounters any issue which requires the exercise of Contractor's judgment or discretion while performing City Services, Contractor shall immediately contact the City in writing and pose the discretionary issue to the City's building official for resolution prior to continuing any related City Service.

3. Compensation.

3.1 Compensation. For the services requested by City and performed by Contractor, the City agrees to pay Contractor's hourly rates and travel related fees for work completed, in accordance with the fee schedule attached as Exhibit B. Contractor will provide a proposed Exhibit B to City for review not later than May 1 of each year to apply during any potential extension term.

3.2 Invoices. Invoices for Contractor's services shall be based upon the fees and hourly rates set forth in Exhibit B. These amounts shall be billed to the City in summary form, on or about the 5<sup>th</sup> day of the prior month, detailing all services performed through the last day of the prior month and associated fees and costs. Backup invoices,

supporting documentation, and records evidencing the progress made on the project to date shall be provided to City by Contractor upon request.

**3.3 Payments.**

(A) City will review Contractor's invoice and, within ten (10) days of receipt, notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, City shall pay the invoice amount in full within twenty (20) days of the invoice date.

(B) If City fails to make any payment due Contractor for services and expenses within twenty (20) days of the date on Contractor's invoice, late fees will be added to amounts due Contractor at the rate of 1.5 percent (1.5%) per month from original invoice date. In addition, Contractor may, after giving seven (7) days' written notice to City, suspend services under this Agreement until Contractor has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

(C) City shall reimburse Contractor for pre-approved expenses reasonably incurred by Contractor in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. City shall not reimburse for any expense, unless Contractor first obtains City's prior written authorization before incurring such expense. Contractor will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

4. **Covenants.** Contractor agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the City.
5. **City Responsibilities.** In addition to City's payment obligations, as set forth in Section 3.3 above, City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.
6. **Termination.**

6.1 **Termination for Convenience.** This Agreement may be terminated by mutual consent of the parties upon written notice at any time. In addition, City may terminate all or part of this Agreement upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Contractor may terminate services under this Agreement for any reason by providing City with written notice at least ninety (90) days' prior to the end the initial or any renewal term.

Upon termination under this Section, Contractor shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this Section, Contractor shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

**6.2. Termination for Default.**

(A) If the City fails to perform in the manner called for in this Agreement or if the City fails to comply with any other provisions of the Agreement, the Contractor may terminate this Agreement for default after giving the City the notice and opportunity to cure required by this Section. Prior to termination for default, the Contractor must give the City written notice of the breach and of the Contractor's intent to terminate. If the City has not entirely cured the breach within fifteen (15) days of the date of the notice, then the Contractor may terminate the Agreement at any time thereafter by giving the City a written notice of termination.

(B) If the Contractor fails to perform in the manner called for in this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, the City may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor shall be paid the Agreement price only for services performed in accordance with the terms of this Agreement.

7. **Disengagement Agreement.** Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor will continue to perform previously assigned City Services to completion or as otherwise directed.
8. **Standard of Care.** The standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors in the City Services required under this Agreement without undue delay and without additional costs.
9. **Remedies.** In the event of breach of this Agreement, the parties shall have the following remedies:
- 9.1 If terminated under Section 6.2 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the compensation to Contractor as provided under this Agreement, then Contractor shall pay to City the amount of the reasonable excess.
- 9.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
- 9.3 If City breaches this Agreement, Contractor's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Contractor is entitled.
- 9.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
- 9.5 Upon termination, Contractor will return all records associated with City Services within 30 days.
10. **Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement.

Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Contractor shall require similar agreements from any Contractor subcontractors to maintain the confidentiality of City information.

- 11. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

CONTRACTOR:

City of Junction City  
Gary Kaping, Public Works Director  
680 Greenwood Street  
P.O. Box 250  
Junction City, OR 97448

Northwest Code Professionals  
Jack Applegate, Manager  
144 East 14<sup>th</sup> Avenue  
Eugene, OR 97401

- 12. **Insurance.** Contractor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

12.1 General Commercial liability insurance – \$2,000,000 aggregate

12.2 Workers' Compensation insurance – \$500,000

Contractor shall: (a) provide the City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Contractor insurance policy); and (c) provide City with 30-day notice prior to cancellation.

- 13. **Indemnity.** To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.

- 14. **Work Product/Access to Records.** All work products accomplished or created in performance of Contractor's services under this Agreement are the exclusive property of City. Contractor shall maintain, and City and its duly authorized representatives shall have access to, all books, documents, papers, and records of contractor which are pertinent to the work performed under this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six years after final payment. Copies of applicable records shall be made available upon request.

- 15. **Force Maieure.** Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

16. **Independent Contractor.** Contractor is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While City reserves the right to set various schedules and evaluate the quality of Contractor's completed work, City cannot and will not control the means and manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Contractor is responsible for all federal and state taxes applicable to compensation and payment paid to Contractor under this Agreement and will not have any amounts withheld by City to cover Contractor's tax obligations. Contractor is not eligible for any City fringe benefit plans. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
17. **Federal Funds.** If payment under this Agreement is to be charged against federal funds, Contractor is not currently employed by the federal government and the amount charged does not exceed Contractor's normal charge for the type of service provided.
18. **No Benefits.** Contractor will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.
19. **PERS.** Contractor is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
20. **Assignment.** Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and City shall incur no obligation other than its obligations under this Agreement. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
21. **Public Contracting Requirements.** Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C.
22. **Governing Law.** This Agreement is to be governed by and under the laws of the State of Oregon.
23. **Consent to Jurisdiction.** The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. **Arbitration.** If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, rescission, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under

the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.


- 25. **Continuation During Disputes.** Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute and City shall make payments as required by the Agreement for undisputed portions of work.
- 26. **Attorney Fees.** If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
- 27. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- 28. **Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
- 29. **Entire Agreement.** This Agreement shall be the exclusive agreement between the parties for the Auditing Services. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
- 30. **Signatures.** This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.


CITY:

CONTRACTOR:

CITY OF JUNCTION CITY

NORTHWEST CODE PROFESSIONALS

By:   
 Title: Public Works Director  
 Date: 7-25-18

By:   
 Title: Manager  
 Date: 7-25-18

F:\1Client\Mun\Junction City\PUBLIC WORKS\Building Code Inspection Program-Coburg\NW Code Professionals Agreement\AGT-Inspection and Plan Review Services (061118) CHC\ad.docx

**Exhibit A  
Scope of Services**

- A. Examine building plans to ensure their compliance with applicable Structural, Mechanical, Electrical, Energy, Plumbing, and Residential codes (Applicable Codes).
- B. Review permit applications and complete a plan review report in a timely fashion, ordinarily within seven (7) working days after receipt of all plans and applications. Promptly provide plan review report to City, upon completion.
- C. Return any and all public records, inspection forms or plans within 30 days of receipt or notify City of any such records being held for longer periods with City approval.
- D. Conduct inspections within 1 to 2 working days from date of City request to determine whether construction complies with Applicable Codes and the approved plans. Coordinate inspections with the Fire Marshal and City's Public Works Department.
- E. Meet with permit applicants/holders and/or City staff via teleconference to address and attempt to resolve any issues arising under the applicable Codes.
- E. Utilize City permit application, plans review, and filing system in conjunction with City staff to ensure that records of all permits and applications are within the custody of City and properly maintained. All documents shall be returned to the City within 30 days of completion or after 30 days of inactivity.

**Exhibit B  
Contractor Charge Rates for Services**

<b>Charge Rate Category</b>	<b>Hourly Rate</b>	<b>* Daily Trip Charge</b>
Residential Inspections All (Min 2-HR Fee)	\$ 90	\$ 50
Commercial Inspections (Min 2-HR Fee)	\$ 90	\$ 50
Commercial Electrical Inspections (MIN 2-HR Fee)	\$ 90	\$ 50
Commercial Plumbing Inspection (Min 2-HR Fee)	\$ 90	\$ 50
Medical Gas Pipeline Inspections (Min 2-HR Fee)	\$ 90	\$ 50
Plan Services	75% of all Plan Review Fees	N/A
Other Services (Code Enforcement/Zoning, Etc.)	\$ 90	\$ 50

\*Daily Trip Charge is all inclusive for time from Eugene office, vehicle use, fuel and maintenance cost recovery.



**EXHIBIT C**

**ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS  
PERSONAL SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a

location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.



**FILED**

FEB 26 1997

STEVE DRUCKENMILLER, Clerk  
By *Fran Jank*  
Deputy

## INTERGOVERNMENTAL AGREEMENT

Agreement between the City of Harrisburg and Linn County, made on this 26<sup>th</sup> day of February, 1997.

WHEREAS, pursuant to ORS 190.003 to 190.250, Linn County and the **City of Harrisburg** desire to enter into an intergovernmental agreement; and

WHEREAS, the State of Oregon has promulgated a state building code, hereinafter referred to as "codes", which includes the Oregon State Structural Specialty Code and Fire and Life Safety Regulations, the Oregon State Mechanical Specialty Code and Fire and Life Safety Regulations, the Oregon State Plumbing Specialty Code, the Oregon State One and Two Family Dwelling Code, and Oregon Administrative Rules for installation of manufactured dwellings, for mobile home parks, and for recreational parks and organization camps; and

WHEREAS, the codes are uniform and applicable throughout the State of Oregon, including all cities and counties; and

WHEREAS, the City of Harrisburg hereinafter referred to as "CITY", and Linn County hereinafter referred to as "COUNTY", have worked together for a number of years in administering the building codes, and desire to continue this relationship whereby the CITY will sell COUNTY building permits for building projects on properties within the incorporated limits of the CITY.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

(1) Contract for Services

The CITY agrees to sell building permits on behalf of the COUNTY for those projects and activities requiring building inspection within the incorporated boundaries of the CITY. It shall be the responsibility of the COUNTY to perform all required inspections and building plan reviews and other duties as outlined in this agreement. The CITY agrees that it will issue no permits nor cause any inspections to be made that are required by the codes except through this agreement.

The COUNTY shall continue to sell electrical permits, perform electrical inspections, and perform all other obligations required in the administration of the electrical inspection program. The CITY has no obligation to sell electrical permits or participate in the administration of the electrical inspection program.

(2) Applications and Permits

The COUNTY agrees to provide the CITY with the necessary permit application forms, procedural guides, and fee schedules and to instruct authorized CITY personnel in the proper procedure to prepare the applications.

*Order #97-026A*



Except for the issuance and processing of electrical permits, the CITY agrees to accept applications for all permits required by the codes and administrative rules within the CITY boundaries and to issue the permits. For permits not requiring plans review, the CITY may immediately issue the permit and collect the appropriate fees.

For permits requiring plan review the CITY agrees to transmit the application together with two complete sets of plans to the COUNTY. The COUNTY agrees to evaluate the application and plans and to determine the fees. After approval of the plans, the COUNTY shall return the completed application together with one set of the approved plans, and an inspection card to the CITY. The CITY shall then issue the permit and collect the appropriate fees.

(3) Inspections

The COUNTY agrees to perform the required inspections upon notification by the permit holder that the work is ready for inspection. The COUNTY agrees to provide the CITY with a copy of the inspection record upon satisfactory completion of all work authorized by the permit.

Within 15 days after final approval, the COUNTY shall provide the CITY with a copy of each building permit having been satisfactorily completed and signed off by the COUNTY. The COUNTY shall also inform the CITY of all building permits which have been expired by the COUNTY.

(4) Fees Collected and Distributed

The CITY and COUNTY agree that fees shall be paid and distributed according to the following:

- (a) The CITY shall retain as payment for its services under this contract 25 percent (25%) of the actual permit inspection fees per calendar year.
- (b) The CITY shall send all plan review fees to the COUNTY.
- (c) The remaining permit inspection fees, the plan review fees, and the state surcharge fees shall be transmitted by the CITY to the COUNTY, on a monthly basis, said transaction to be completed by the 10th day of each month. The COUNTY shall be responsible for completion and submittal of all reports to the Building Codes Agency, including the monthly surcharge reports. The CITY shall complete the Census Reports.
- (d) Fees charged by the CITY and payable to the COUNTY shall be the same as those charged by the COUNTY for work in the unincorporated areas of the COUNTY.
- (e) All fees collected by the CITY pursuant to this agreement shall be deemed to be in the possession of the CITY until received by the COUNTY. Any loss in transit shall be deemed as the CITY's loss.



(5) Land Use Regulations

The CITY agrees that it will not submit to the COUNTY, and the COUNTY agrees that it will not process any permit applications that have not been signed by authorized CITY personnel attesting that the proposed work will be in compliance with the CITY's zoning and other land use and development ordinances. The COUNTY will not accept any responsibility for enforcement of the CITY's land use regulation.

The COUNTY shall assure that CITY land use regulations involving dimensional standards for buildings which are noted on the face of the permit application shall be enforced as part of the normal inspection process. The COUNTY shall not give final approval to a building permit until it receives assurance from the CITY that all CITY land use requirements noted on the permit have been met. However, any necessary legal action resulting from the enforcement of land use regulations is the responsibility of the CITY.

(6) Enforcement

All enforcement responsibility with regard to the codes rests with the COUNTY. The COUNTY agrees that it will pursue enforcement responsibility within the CITY to the same degree as it would were the situation to apply to properties within the unincorporated areas of the COUNTY.

The COUNTY agrees that it shall provide notice of violation to individuals who have violated the codes. A copy of such notice shall also be provided to the CITY. If the notice of violation does not bring about compliance, the COUNTY shall notify the CITY of the violation and the COUNTY's efforts to obtain compliance. It shall be the COUNTY's responsibility to seek legal action to gain compliance with the codes, should legal action become necessary.

(7) Effective Date of Agreement

This agreement shall go into effect on January 1, 1997.

(8) Term of Agreement

This agreement shall remain in effect until terminated by either party. Notice of intent to terminate must be provided by December 31 of any calendar year. The effective date of any termination shall be the following June 30. Modifications to the agreement shall be made only upon mutual agreement by both parties.

(9) Repeal

The current agreement dated September 29, 1993, between the CITY and COUNTY is automatically repealed with the adoption of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.



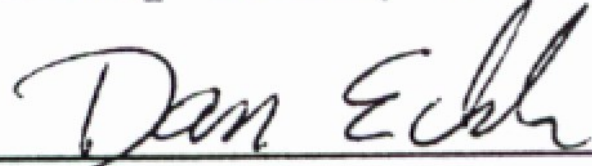
CITY OF HARRISBURG, OREGON

LINN COUNTY BOARD OF COMMISSIONERS



~~Bill Cherry, Mayor~~

Harvey Nokes, Council President



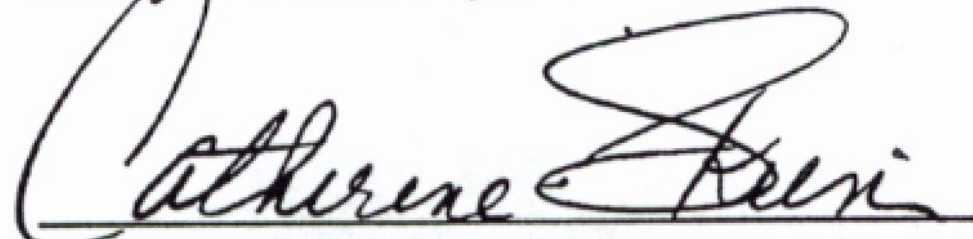
Dan Eckles, City Administrator

**ABSENT**

~~David R. Schmidt, Chairman~~



Larry J. Johnson, Commissioner



Catherine Skiens, Commissioner

APPROVED AS TO FORM:



Linn County Legal Counsel

Harrisburg Building Permit  
Yearly Comparison

**Harrisburg Building Permit Program Revenues & Expenses**  
FY 2016-2017 to FY 2019-20 and Projections for FY 2020-2021 to FY 2023-2024

	Past Performance					Future Forecast Performance						
	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	Average of Prior 4 Years	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	Projections for Issued Permits**		
Revenues	\$ 48,669.91	\$ 43,258.34	\$ 123,971.58	\$ 116,975.71	\$ 83,218.89	\$ 74,897.00	\$ 76,395.00	\$ 77,923.00	\$ 79,481.00			
Expenditures	\$ 40,330.95	\$ 35,202.63	\$ 110,412.64	\$ 99,323.90	\$ 71,317.53	\$ 73,078.00	\$ 74,902.00	\$ 76,775.00	\$ 78,694.00			
<b>Net Program Revenues</b>	<b>\$ 8,338.96</b>	<b>\$ 8,055.71</b>	<b>\$ 13,558.94</b>	<b>\$ 17,651.81</b>	<b>\$ 11,901.36</b>	<b>\$ 1,819.00</b>	<b>\$ 1,493.00</b>	<b>\$ 1,148.00</b>	<b>\$ 787.00</b>			
Types and Numbers of Issued Permits from the Harrisburg Program												
Over-the Counter Permits (Mechanical, Plumbing, and Manufactured Home Placement Permits):	31	48	46	52	44	40	41	42	43			
Commercial/Industrial Permits (including mechanical & plumbing permits):	16	24	36	30	27	24	25	24	25			
Residential Permits (Includes SFD's, Additions/Renovations & Accessory Structures	18	22	22	15	19	17	20	23	24			
<b>Total Permits Processed</b>	<b>65</b>	<b>94</b>	<b>104</b>	<b>97</b>	<b>90</b>	<b>81</b>	<b>86</b>	<b>89</b>	<b>92</b>			
<p><b>*As of the time of program submission, Linn County had not yet provided us with Electrical Permit Information. If it is provided to us prior to the deadline, it will be included with the application packet</b></p> <p><b>**Projected Revenue &amp; Expense Projections were calculated by the following: A) Permit Revenues will decline 10% from the prior 4 years average; an annual 2% COLI increase was factored in. B) Expenses will rise 2.5% annually from the prior 4 year average.</b></p> <p><b>**Projections of number of permits were calculated based on a 10% decline for the 1st year of the new program, but with an increase of 2% from that year forward. Residential permits were increased based on pending residential subdivisions.</b></p>												

**Harrisburg Electrical Program Revenues**  
 (Proposed as if Harrisburg/Junction City IGA were in effect.)  
 FY 2016-2017 to FY 2019-20 and Projections for FY 2020-2021 to FY 2023-2024

	Past Estimated Performance					Future Forecasted Performance					Averages total program as projected
	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	Average of Prior 4 Years	FY 2020-2021*	FY 2021-2022*	FY 2022-2023*	FY 2023-2024*		
Revenues (Linn County)	\$ 5,372.00	\$ 7,024.00	\$ 11,244.00	\$ 9,911.00	\$ 8,387.75						
Expenditures (Linn County)	Unknown	Unknown	Unknown	Unknown	Unknown						
*Estimate of Net City Revenues @ 35% of total	\$ 1,880.00	\$ 2,458.00	\$ 3,935.00	\$ 3,469.00	\$ 2,936.00	\$ 2,669.00	\$ 2,722.00	\$ 2,776.00	\$ 2,829.00	\$ 2,842.25	
Estimated City Cost @ 30 Minutes per Permit @ \$40 an hour (\$45/hr in 21/22 and onwards)	39	63	54	64	55	50	51	52	53	47	
<b>Net Estimate of City Revenues</b>	<b>\$ 1,100.00</b>	<b>\$ 1,198.00</b>	<b>\$ 2,855.00</b>	<b>\$ 2,189.00</b>	<b>\$ 1,835.50</b>	<b>\$ 1,669.00</b>	<b>\$ 1,574.00</b>	<b>\$ 1,606.00</b>	<b>\$ 1,637.00</b>	<b>\$ 1,728.50</b>	
As of the new IGA: Avg. net city revenue for Electrical Permits \$53.38 Total Avg E. Permit Fee \$152.51											

Assumptions for FY 2021-2024 Projections:

1. No permit fee increases
2. Permit numbers decrease 10% in the 1st year of assumption
3. Permit numbers increase 2% per year after 1st year of assumption
4. City Staff time is estimated at 30 mins per permit at a total hourly personnel cost of \$40/hr in FY 2016-2021 and \$45/hr in FY 2021-2024



**CITY OF HARRISBURG**  
**General Fund (10)**

**GENERAL FUND (10): RESOURCES**

Historical Data				Resource Description	Budget for Next Year FY 2020-2021		
Actual	First Preceding Year 2018-2019	Adopted Budget This Year FY 2019-2020	Proposed by Budget Officer		Approved By Budget Committee	Adopted By Governing Body	
801,355	1,032,335	731,700	BEGINNING FUND BALANCE	682,300	682,300	0	
<b>PROPERTY TAXES</b>							
600,779	575,185	584,005	GENERAL FUND CURRENT TAXES	594,451	594,451	0	
20,450	34,341	20,000	GENERAL FUND PRIOR TAXES	15,000	15,000	0	
<b>621,229</b>	<b>609,526</b>	<b>604,005</b>	<b>TOTAL PROPERTY TAXES</b>	<b>609,451</b>	<b>609,451</b>	<b>0</b>	
<b>FRANCHISE FEE TAXES</b>							
180,423	178,049	180,000	PACIFIC CORP (PP&L)	180,000	180,000	0	
10,735	11,058	10,000	BURLINGTON NORTHERN RR	10,000	10,000	0	
13,916	14,613	13,000	AT&T LONG DISTANCE	14,000	14,000	0	
33,810	36,627	32,000	REPUBLIC SERVICES	45,000	45,000	0	
37,703	36,589	36,000	NW NATURAL GAS	37,000	37,000	0	
3,968	3,394	3,500	CENTURYLINK (FORMERLY QWEST)	3,000	3,000	0	
13,603	13,380	13,380	MCI / VERIZON	13,380	13,380	0	
40,732	38,392	40,000	COMCAST	38,000	38,000	0	
0	626	0	OTHER FRANCHISE FEES	0	0	0	
<b>334,890</b>	<b>332,728</b>	<b>327,880</b>	<b>TOTAL FRANCHISE FEE TAXES</b>	<b>340,380</b>	<b>340,380</b>	<b>0</b>	
<b>956,119</b>	<b>942,254</b>	<b>931,885</b>	<b>TOTAL TAXES</b>	<b>949,831</b>	<b>949,831</b>	<b>0</b>	
<b>LICENSES &amp; PERMITS</b>							
43,258	123,972	75,000	BUILDING PERMITS	60,000	60,000	0	
15,234	9,420	4,000	LAND USE REVIEW	4,000	4,000	0	
4,900	3,164	2,500	LIEN SEARCH CHARGES	2,500	2,500	0	
<b>63,392</b>	<b>136,556</b>	<b>81,500</b>	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>66,500</b>	<b>66,500</b>	<b>0</b>	

**GENERAL FUND (10): REQUIREMENTS**

Historical Data				REQUIREMENTS FOR: ADMINISTRATION	Budget for Next Year FY 2020-2021		
Actual Second Preceding Year 2017-2018	First Preceding Year 2018-2019	Adopted Budget This Year FY 2019-2020			Proposed by Budget Officer	Approved By Budget Committee	Adopted By Governing Body
<b>LEGAL SERVICES</b>							
338	0	0	0 CLERK-WAGES,BENEFITS	0	0	0	0
913	5,406	2,500	COURT REVENUE PAYOUT	8,500	8,500	0	0
5,297	6,123	15,000	CITY BUSINESS ATTORNEY FEES	20,000	20,000	0	0
0	0	3,000	COURT RELATED ATTORNEY FEES	3,000	3,000	0	0
0	1,549	1,500	MISCELLANEOUS COURT COSTS	1,500	1,500	0	0
191	0	0	LEGAL NOTICES	0	0	0	0
<b>6,739</b>	<b>13,078</b>	<b>22,000</b>	<b>TOTAL LEGAL SERVICES</b>	<b>33,000</b>	<b>33,000</b>	<b>0</b>	<b>0</b>
<b>INSURANCE SERVICES</b>							
11,585	12,732	14,000	GENERAL INSURANCE	15,000	15,000	0	0
<b>11,585</b>	<b>12,732</b>	<b>14,000</b>	<b>TOTAL INSURANCE SERVICES</b>	<b>15,000</b>	<b>15,000</b>	<b>0</b>	<b>0</b>
<b>LAND USE FEES</b>							
35,203	110,413	75,000	BUILDING PERMIT EXPENSES	50,000	50,000	0	0
584	744	1,000	LAND USE REVIEW CHARGES	750	750	0	0
<b>35,787</b>	<b>111,157</b>	<b>76,000</b>	<b>TOTAL LAND USE FEES</b>	<b>50,750</b>	<b>50,750</b>	<b>0</b>	<b>0</b>
<b>MISCELLANEOUS &amp; COUNCIL BUSINESS</b>							
286	249	250	FLOWERS & GIFTS	250	250	0	0
4,821	6,002	5,000	OTHER MISC EXPENSES	5,000	5,000	0	0
1,626	1,571	2,000	LIEN SEARCH CHARGES	2,000	2,000	0	0
10	30	1,000	EMPLOYEE RECRUITMENT	1,000	1,000	0	0
0	0	500	DONATION TO N. WATCH & SEN CTR	500	500	0	0
755	0	0	EMPLOYEE PURCHASED WATER	0	0	0	0
10,324	13,975	28,325	TOURISM PROMOTION	25,000	25,000	0	0
<b>17,822</b>	<b>21,827</b>	<b>37,075</b>	<b>TOTAL MISC. &amp; COUNCIL BUSINESS</b>	<b>33,750</b>	<b>33,750</b>	<b>0</b>	<b>0</b>

**RESOLUTION NO. 1249**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HARRISBURG TO CREATE A BUILDING PERMIT FUND AND ELECTRICAL PERMIT FUND TO TRACK REVENUES AND EXPENSES FOR BOTH PROGRAMS AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Harrisburg is establishing the assumption of both a Building Permit Program, and an Electrical Permit Program; and,

WHEREAS, a separate fund will be created for the FY 2020-2021 fiscal year for each category of building permits. This will allow for full and separate accounting of revenues and expenditures for each program; and,

WHEREAS, the City will establish a Beginning Fund Balance of \$5,000 for the Building Permit Fund and a Beginning Fund Balance of \$2,500 for the Electrical Permit Fund in the proposed 2021-2022 Budget year; and,


WHEREAS, the newly formed Building Permit and Electrical Permit funds shall be used for and dedicated to only the revenues generated from these programs and only the necessary expenditures required to support and maintain these programs,

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Harrisburg, hereby directs the Finance Officer to take the appropriate action of creating two new funds as directed during preparation of the 2021-2022 fiscal year budget.

BE IT FURTHER RESOLVED that the Effective Date of the new Building Permit Fund and Electrical Permit Funds is set as July 1, 2021.

PASSED AND ADOPTED by the Harrisburg City Council this 8<sup>th</sup> day of December 2020.

Approved by the Mayor this 8<sup>th</sup> day of December 2020.

  
MAYOR

ATTEST:

  
CITY RECORDER

Robert Wheeldon, Director  
Linn County Planning & Building Department  
PO Box 100  
Albany, OR 97321

September 3, 2020

Re: Intergovernmental Agreement (IGA) Order 97-026A, Linn County and the City of Harrisburg, dated February 26, 1997.

Dear Director Wheeldon.

Please accept this letter as notice of the City of Harrisburg's intention to terminate the referenced IGA in accordance with the provisions of Section (8) of the agreement.

It is the desire of the City of Harrisburg to obtain Building Official and Inspection services with the City of Junction City on or about Jan. 1, 2021. While the current agreement allows Linn County to continue our IGA until the end of the fiscal year of notification (June 30, 2021), it is our request to allow termination by the end of this calendar year, December 31, 2020.

We feel the December 31, 2020 termination is reasonable in light of the many years this agreement has been in place. Moreover, the City of Harrisburg represents a small percentage of the total building permits processed by Linn County, hence termination by December 31<sup>st</sup> of this year should not impose a significant impact on the Building Departments anticipated revenues.

Please understand we are making this change not due to dissatisfaction with Linn County services. In fact, Ms. Suzanne Larson and other staff have been very helpful and attentive to city needs.

Rather, we anticipate more rapid response to our building inspection needs due to Junction City's proximity, and their ability to participate directly with advice and recommendations for pending building projects within the city.

Please inform us as soon as reasonable as to a termination date that Linn County will accept. If December 31<sup>st</sup> of this year is not acceptable to you, please propose an alternative date(s).

Thank you for your attention to this matter and many thanks for the 23+ years of support for Harrisburg building inspection services.

Sincerely,

John Hitt  
City Administrator  
City of Harrisburg.

Cc: Gary Kaping, Public Works/Planning Director, City of Junction City.

Mr. Robert Wheeldon  
Linn County  
Building and Planning Director  
300 SW 4<sup>th</sup> Street  
PO Box 100  
Albany, OR 97321

September 15, 2020

Re: My letter to you of Sept 3, 2020 - Copy Attached.

Dear Director Wheeldon,

This letter is to modify the request of the City of Harrisburg regarding our IGA of February 26, 1997. While we still intend to terminate this agreement, we would request to extend the termination date to June 30, 2021 as allowed under section eight of our current agreement.

We intend to go through the process of assuming our own Building Program and Electrical Program in accordance with OAR 918-020-0095, 918-020-0070 and related statutes and administrative rules. This process, by OAR, cannot be completed and operational until July 1, 2021.

In light of the relevant OARs, I would also request that the Linn County Building Department discuss with us (formally or informally) any impacts you anticipate on your department should Harrisburg complete the required steps and assume our own Building and Electrical Programs, including the Oregon Residential Specialty Code, Oregon Structural Specialty Code, Oregon Specialty Electrical Code, Fire and Life Safety Code, Oregon Specialty Plumbing Code, Oregon Specialty Mechanical Code and the Oregon Manufactured Dwelling Installation Specialty Code.

In accordance with OAR 918-020-0095 (1) (A)-(D) and sections (2) (b), and (4), we would request a response in writing as soon as possible regarding any concerns Linn County may have about revenue, pending enforcement actions, open or existing applications when the transfer takes place, any affected employees, and other concerns or objections Linn County may have.

As you are probably aware, we would need to respond to any objections or concerns you might wish to express, including those listed in the paragraph above.

It is our intention, upon state approval of our assumption of these Building and Electrical Programs, to contract with the City of Junction City to perform Building official and inspection services under the auspices of a new Harrisburg/Junction City IGA.

Let me conclude by reiterating the city's thanks to Linn County for handling our Building and Electrical Programs for many years. We appreciate your staff and the work they have done on our behalf. We anticipate that we can enhance local service levels by assuming these programs. We hope this proposed change is consistent with Linn County needs and that we will continue our close inter-governmental relationship for many years to come.

Sincerely,

John E. Hitt  
City Administrator







RESOLUTION NO. 1245

A RESOLUTION APPROVING SUBMISSION OF OREGON STATE BUILDING CODES DIVISION, "PROGRAM ADMINISTRATION REQUEST" AND ASSURING CITY COMPLIANCE WITH ALL REQUIREMENTS AND STANDARDS OF OAR CHAPTER 918 AND ORS CHAPTERS 455 AND 479.

WHEREAS, the City is applying to the Oregon State Building Codes Division with a 'Program Administration Request' to assume the administration and enforcement of Building and Electrical Inspection Programs as per **Exhibit A**; and,

WHEREAS, the City is considering entering into an Intergovernmental Agreement with the City of Junction City to use their licensed building official and inspectors to perform all of the building, electrical, and other code functions as described in Exhibits A; and,

WHEREAS, the City understands it may be required to consider adoption of additional ordinances to activate and enforce the building codes program and is fully prepared to consider such additional ordinances as may be required; and,

WHEREAS, the City already has in place HMC 15.05.010 which adopted all relevant building, electrical, plumbing, mechanical, and related codes.

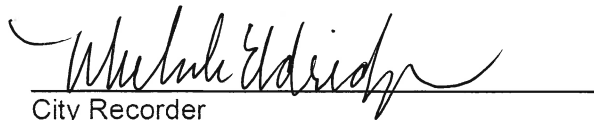
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Harrisburg hereby:

1. Authorizes the City Administrator of Harrisburg, John Hitt, and/or Assistant City Administrator, Michele Eldridge to sign and submit the 'Program Administration Request' and all necessary documents, or additional information that may be required by the Oregon State Building Codes, for the City to assume the operation, administration and enforcement of the building and electrical code programs on July 1, 2021 as may be approved by the State Building Codes Division.
2. Appoints the Building Official of the City of Junction City as the Harrisburg Building Official, with all building and electrical code inspection and enforcement powers, effective July 1, 2021.
3. Agrees to the Administration and Enforcement of all building and electrical code programs applied for in Exhibit A, effective July 1, 2021 and as approved by the Oregon State Building Codes Division.
4. The City understands and agrees to follow all relevant ORS and OARs related to the assumption of the administration and enforcement of the relevant building and electrical programs, including, among others, ORS Chapters 455 & 479 and OAR Chapter 918

Adopted by the City Council of the City of Harrisburg, Oregon, and effective September 29, 2020.

  
Mayor

ATTEST:

  
City Recorder



# Program Administration Request

New  Renewal

Department of Consumer & Business Services  
 Building Codes Division  
 1535 Edgewater St. NW, Salem, OR  
 Mailing address: P.O. Box 14470, Salem, OR 97309-0404  
 Phone: (503) 373-4133 • Fax: (503) 378-2322  
 Web: bcd.oregon.gov

Municipality: City of Harrisburg Building official: Russell Young  
 Address: PO Box 378  
 City: Harrisburg State: OR ZIP: 97446  
 Office location: 120 Smith Street, Harrisburg, OR 97446  
 Phone: (541) 996-6655 Fax: (541) 995-9244 E-mail: jhitt@ci.harrisburg.or.us

**Mark program choice by indicating level:**

- X – Performed by municipality
- C – Performed by county
- S – Performed by state

Plans				Structural				Mechanical				Electrical			Plumbing				Manufactured Structures (MSI)	Park Camp (PCI)	Master Builder Program (optional)
A	B	C	F	A	B	C	M	A	B	C	M	A	B	M	A	C	S	M			
x				x				x				x		x				x	x	x	x

**Note:** Assumption of a structural A-level program includes the requirements for disabled access [ORS 447.233(5)]. MSI includes manufactured dwelling installations; alterations, accessory structures, buildings, and cabana installations; plan review; and inspections. Park/camp includes mobile home and manufactured dwelling parks, recreation parks, organizational camps, and picnic parks plan review and inspection.

**Attach the following:**

- Completed copy of municipality’s operating plan (OAR 918-020-0090)
- Electrical program requests (See requirements in OAR Chapter 918, Div. 308.)
- Changes of service areas (Include map or description.)
- Current fee schedules for all programs
- Name of a contact person for surcharge report of assumed programs

Name: Cathy Nelson Phone: 541-995-6655  
 Address: PO Box 378  
 City: Harrisburg State: OR ZIP: 97446

List inspectors and others, as requested, on the back of this sheet. Attach additional pages as necessary.

Official delegation or assumption of the program(s) above is requested for the period beginning July 1, 20\_\_\_\_.

Authorized signature: \_\_\_\_\_ Title: City Administrator Date: \_\_\_\_\_

**Request will not be accepted without signature.**



**ORDINANCE NO. 977**

**AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE CHAPTER 15.05 IN  
RELATION TO BUILDING CODES AND FILL PERMITS**

WHEREAS, the City of Harrisburg reviews the building codes in the State of Oregon on an annual basis; and,

WHEREAS, the Assumption of a Building Permit and Electric Permit Programs changes which types of permit codes the City will now enforce; and,

WHEREAS, the Oregon Building Code Division has directed the City to update the Building codes to include Electrical Code; and,

WHEREAS, the Excavation, Grading, and Fill Permit Procedure is outdated, and needed to be modified,

NOW THEREFORE, THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

**Section 1.** The Harrisburg Municipal Code Chapter 15.05 is amended as shown by the provisions contained in **Exhibit A**.

**Section 2.** The effective date of this Ordinance is hereby set as July 1, 2021.

PASSED by the Council this 8<sup>th</sup> day of December 2020.

APPROVED by the Mayor this 8<sup>th</sup> day of December 2020.

  
Mayor Duncan

ATTEST:

  
City Recorder

## EXHIBIT A

### Chapter 15.05

#### BUILDING CODES

##### **15.05.010 Codes adopted.**

The City of Harrisburg adopts the following codes by reference, and each code is incorporated and made a part of this chapter, except as specifically provided by this section:

1. The currently adopted State of Oregon Residential Specialty Code.
2. The currently adopted State of Oregon Electrical Specialty Code.
3. The currently adopted State of Oregon Plumbing Specialty Code.
4. The currently adopted State of Oregon Structural Specialty Code.
5. The currently adopted State of Oregon Mechanical Specialty Code.
6. The currently adopted State of Oregon Manufactured Dwelling Specialty Code.
7. The currently adopted State of Oregon Manufactured Dwelling and Park Specialty Code.
8. The currently adopted State of Oregon Reach Code.
9. The currently adopted State of Oregon Energy Efficiency Specialty Code.
10. The currently adopted State of Oregon Boiler and Pressure Vessel Specialty Code.
11. All construction standards and applicable administrative rules relating to building codes that have been adopted by Linn and Lane County, and Junction City are hereby adopted. [Ord. 952 § 1 (Exh. A), 2017; Ord. 929 § 1 (Exh. A), 2015; Ord. 906 § 1, 2012; Ord. 875, 2008; Ord. 856, 2007; Ord. 737 § 1, 1997; Ord. 692 § 1, 1995.]

##### **15.05.020 City building code administration.**

1. City Administration Procedures. The City shall provide for the administration of a plan checking, building permit and inspection program for structural, plumbing, mechanical and electrical work. The City program is applicable to public building, including State building, as well as private building.
2. Demolition Permit Requirements and Procedures. The City shall issue demolition permits for all structures known to be listed on the Linn County Assessor tax rolls and provide inspections upon notification by the applicant of completion of the work. The City shall also notify the Linn County Assessor of the demolition permit, for removal of the structure from the tax rolls. The City shall inspect the area for removal of all debris. If no residence will replace the demolished residence, inspect:
  - a. Capping of the sewer line or, if there is no City sewer service, inspect the septic system to be sure it has been adequately removed.
  - b. Removal of water meter. [Ord. 737 § 2, 1997; Ord. 692 § 2, 1995.]

##### **15.05.030 Excavation and grading – General provisions.**

The rules prescribed in this chapter shall apply to all lands within the City limits of the City of Harrisburg.

1. Compliance. No excavation or grading operation shall hereafter be performed, or existing graded lot altered, without full compliance with the terms of this chapter and other applicable regulations.

2. Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions.

However, where this chapter and other chapters conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3. Relationship to Permits Required by State or Federal Agencies. Excavation, grading, and fill activities may require State and/or Federal permits. Such permits are likely to be required if hydric soils are present on the site or if the site contains other wetland characteristics. The issuance of a permit by the City of Harrisburg under this chapter does not eliminate the need for compliance with other State, Federal, or local regulations.

4. Warning and Disclaimer of Liability. The issuance of a permit by the City of Harrisburg under this chapter constitutes a determination that the applicant has met the minimum requirements for the City's regulatory purposes. Issuance of a permit does not relieve the permit holder from any responsibilities or liabilities that grading, excavation or fill activities may create if third parties are damaged or injured by such actions. [Ord. 692 § 3, 1995.]

**15.05.040 Excavation, grading – Permit procedure.**

Application for an excavation and grading fill permit shall be made to the City Recorder on forms furnished by the City Recorder. [Ord. 692 § 4, 1995.]

**15.05.050 Definitions.**

“Development” means any manmade changes to improved or unimproved real estate, to include, but not be limited to, filling, excavation, drilling or dredging operations.

“Drainage course” means any natural or developed area that is or has been used for conveying of water, either year round or intermittently, through, across, below or around an elevation to a lower point.

“Drainageway” means a natural or manmade path which has the specific function of transmitting natural stream water or storm runoff water from a point of higher elevation to a point of lower elevation.

Grading and/or Fill. For the purpose of this chapter, “grading” and “fill” can be, and are, used interchangeably. [Ord. 906 § 1, 2012; Ord. 737 § 3, 1997; Ord. 692 § 5, 1995.]

**15.05.060 Excavation, grading – Drainageways.**

The following standards shall also be adopted as part of the engineering standards:

1. Grading operations will not be permitted in City-recognized open drainageways, nor on land adjacent to a drainageway, without detailed engineering calculations submitted by the applicant to the City Engineer with which the City Engineer can determine that the operation will not adversely affect the existing and ultimate developments, nor the land adjacent to the drainageway.

2. Any grading operation which takes place in an open drainageway, or on the land adjacent to the drainageway, must be found by the City Engineer to (a) have some beneficial purpose and (b) be no more grading than is necessary to achieve that purpose. [Ord. 775 § 1, 2000; Ord. 692 § 6, 1995.]

**15.05.070 Excavation, grading, fill – Application procedures.**

1. Except as provided in subsection (2) of this section, developers or property owners shall obtain a fill permit from the City prior to placing on a lot:

- a. More than 20 cubic yards of fill;
- b. Fill that is more than one foot in depth on a buildable lot; or
- c. Fill that will impact drainage on another lot.

The material must be placed and compacted in accordance with standard engineering practices.

2. Exceptions.

- a. Excavation associated with a building authorized by a valid building permit, such as footings or basements not having an unsupported height greater than five feet.
  - b. Fill and/or backfill material placed around a building foundation in accordance with normal construction practices.
  - c. Cemetery graves.
  - d. Refuse disposal sites controlled by other regulations.
  - e. Mining and quarrying activities controlled by other regulations.
  - f. Soil and geologic exploratory excavation.
  - g. Excavations less than two feet in depth, or which do not create a cut slope greater than five feet in height and steeper than one and one-half horizontal to one vertical.
3. If a fill permit is needed, the application shall contain a plan in sufficient detail to indicate the nature and extent of the work and must include:
- a. Location of the work.
  - b. Name of the owner and name of the person who prepared the plan.
  - c. Dimensions and depth of cut and fill.
  - d. Location of any building or structure on the lot where the work is to performed.
  - e. Location of any other building or structure within 15 feet of the proposed project.
  - f. Location and type of any known geologic hazards such as landslide areas, springs, etc.
  - g. A drainage plan or narrative statement that indicates the effect the fill will have on drainage and how drainage problems, if any, will be resolved.
4. Unless a fill permit involves more than 100 cubic yards of fill, City staff shall approve, approve with modifications, or deny the application. Conditions of approval may be imposed if deemed necessary to resolve drainage concerns or to protect surrounding properties.
5. If the fill permit involves 100 cubic yards or more of fill, the application shall be submitted to an Oregon licensed engineer for review and stamp, before being submitted to the City of Harrisburg for staff review. City staff shall approve, approve with modifications, or deny the application. Conditions of approval may be imposed if deemed necessary to resolve drainage concerns or to protect surrounding properties.

**15.05.080 Floodway.**

1. Definition. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without increasing the water surface elevation more than one foot. These areas are identified on the floodway maps issued by FEMA and in accordance with Chapter 15.20 HMC.
2. Administration of Designated Floodway Areas. No development is allowed in any floodway except where the Harrisburg Planning Commission finds that the development will not result in any increase in flood levels during the occurrence of the 100-year flood. Such findings shall be based upon applicant-supplied evidence certified by a registered professional engineer and upon documentation that one of the following three criteria has been met:
  - a. The development does not involve the construction of permanent or habitable structures; or
  - b. The development is a public or private park or recreational use of municipal utility use; or

c. The development is a water-dependent structure such as a dock, pier, bridge or floating marina. [Ord. 737 § 5, 1997; Ord. 692 § 7(A), 1995.]

**15.05.090 Storm water drainage required.**

1. Scope. All rain, storm and other surface runoff water from roofs, exposed stairways, light wells, courts, courtyards and exterior paved areas which is drained by storm water drainage piping shall be conveyed by such piping to a storm sewer, storm sewage system, dry well, open drain terminal, drainage ditch, street gutter, or natural surface drainage course in a manner which will not cause flooding to adjacent property, streets, alleys or walkways and shall be separated from the sanitary building sewer.

2. Disposal. All points of disposal shall meet with the provisions of this chapter and those of the Linn County Building Department. Such drainage shall not be discharged to any subsurface sewage disposal system, foundation or footing drain or to any location which could contribute to a nuisance or to conditions detrimental to the well-being of persons or property. The disposal of all such drainage shall be in compliance with local ordinances, State rules and regulations. [Ord. 692 § 8, 1995.]

**15.05.100 Local interpretation.**

In addition to the provisions of Section 106 of the Structural Specialty Code and similar provisions of other specialty codes, the City's appointed Building Official may approve a material or a method of construction not specifically prescribed by this chapter, provided he finds that the proposed design is satisfactory and that the material, method or work offered is for the purpose intended at least the equivalent of that specifically prescribed by this chapter in quality, effectiveness, fire resistance, durability, safety, and energy conservation, and that the administrator of the building codes agency has not issued a report disapproving the material or method for the purpose. The building official may refer the proposed design to the City's Building Board of Appeals as provided in Section 204(a) of the Structural Specialty Code. A person affected by a ruling of the building official may appeal such ruling to the City's Board of Appeals within 30 days of the date of any adverse decision or ruling of the Building Official. The provisions of this section shall not be interpreted to preclude a person from requesting a ruling from the administrator of the building codes agency prior to submitting an application to the City for a permit or after withdrawing a previously submitted application. [Ord. 692 § 9, 1995.]

**15.05.110 Unsafe buildings.**

A building found by the Council to be a dangerous building is declared to be a public nuisance and may be abated by the procedures specified by Chapter 8.05 HMC. [Ord. 692 § 10, 1995.]

**15.05.120 Underground utility and cable TV service.**

Any application for a building permit for a structure or facility which requires new electrical, telephone or cable TV service shall provide that the electrical, telephone or cable TV service will be underground from the property line to the structure or facility to be served. Where there is an existing utility easement with overhead lines, the service shall be underground from the edge of the easement to the structure or facility to be served. When cable TV service is added to buildings or structures currently being served by overhead electrical and telephone lines, cable TV service shall be underground. [Ord. 692 § 11, 1995.]

**15.05.130 Public facilities requirements.**

1. All taps or additional connections required for an existing sanitary sewer main shall be made only by the City of Harrisburg personnel or retained representative.

2. The City public works department shall be notified of intended installation of water service to individual building lots. City public works personnel shall install water meters and property owner shutoff valves, in the meter box, for residential dwellings.

3. Property owners shall be subject to disconnection of service and a \$1,000 fine for any sewer or water connection made to City of Harrisburg sewer or water utilities without prior City approval and City inspection at the time of connection.

4. Property owners/developers shall notify the City of the placement intent and inspection of forming and installation of all sidewalks and driveways.



5. All mailboxes shall be placed in accordance with the typical mailbox placement for curbside sidewalks as located in accordance with the local postmaster, in conjunction with the placement of all sidewalks.

6. All sidewalks shall be at least five feet in width and an ADA-approved type ramp shall be installed at all intersections with a textured ramp surfacing with a greater width, six-foot minimum. This ADA ramp shall also be installed in those situations where the sidewalk ends and a transition to the adjacent surface is warranted. [Ord. 746 § 1, 1998; Ord. 692 § 12, 1995.]

**15.05.140 Special permit fees.**

Fees for the permits listed in this chapter will be established by resolution. [Ord. 692 § 13, 1995.]

**15.05.150 Violations and penalties.**

1. It shall be unlawful and a civil infraction for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this chapter. Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted, and upon conviction of any such violation such persons shall be punished by a fine of not more than \$1,000.

2. The City's appointed Building Official will investigate all complaints and reports from all sources for possible building code violations and shall perform random inspections of building construction activities within the city to assume full compliance with the building, plumbing, mechanical and electrical construction and contractor licensing requirements. The building official shall have the power to issue 'stop work' orders and cite possible offenders into Harrisburg Municipal Court for further enforcement action or imposition of one or more fines in accordance with HMC 1.10.

3. Nothing in this chapter shall prevent the City from being able to jointly or separately pursue a criminal violation against a person for a violation of this chapter. [Ord. 906 § 1, 2012; Ord. 692 § 14, 1995.]

**15.05.160 Building codes appeal board.**

1. The City shall appoint a 3-member Building Codes Appeal Board, who shall serve a 4-year term each. The board members shall be selected, and representative of one or more of the following qualifications:

a. At least two board members who are either a retired, licensed contractor or a building official, or is currently active within either of these fields but in a different community.

b. One member representing the public at large.

c. Decisions of the Building Codes Appeals Board may be appealed to the City Administrator and City Engineer for a final determination of pending or appealed Building or Electrical code matters.

The Building Codes Appeals Board shall meet only upon 30-days advance notice by request initiated by either the City's building official or the City Administrator.

**15.05.170 Liability – Exemptions.**

1. Warning and Disclaimer of Liability. The provisions of this chapter shall be deemed to be minimum performance requirements and do not preclude the permit holder from exercising more stringent measures in terms of sound engineering practices. These provisions shall not be interpreted as acting as a basis for waiver or appeal of other existing statutory requirements of a similar nature. This chapter provides for a reasonable degree of protection for regulatory purposes, and is based on engineering and other related scientific methods, and shall not create liability on the part of the City of Harrisburg or any employee thereof for any damages resulting from complete reliance on this chapter or administrative decisions related thereto.

2. Exemptions from Chapter Provisions. The following activities or uses are exempt from the provisions of this chapter:

a. Quarrying, excavating, processing and stockpiling of rock, sand, gravel, aggregate or clay as a commercial operation, where the overburden and products derived from the on-site operation is relocated and deposited as a fill or as a stockpile product within the confines of the primary operation.

b. Normal, routine farming activities necessary to manage land, crops and/or animals for food production, including tile drainage, field drainage ditches, and other necessary conservation practices without damaging off-site property, where property is not located in a designated floodplain. [Ord. 737 §§ 6, 7, 1997; Ord. 692 § 16, 1995.]

**ORDINANCE NO. 978**

**AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE CHAPTER 1.10.020 IN  
RELATION TO DEFINITIONS OF TERMS**

WHEREAS, the City of Harrisburg is in the process of assumption of a Building Permit and Electrical Permit Program; and,

WHEREAS, the City of Harrisburg needs to define that the building official has the ability to enforce all aspects of the building code and electrical code standards; and,

WHEREAS, changes being made to the City's Municipal code will allow the Building Code Official to cite building code violations into the Harrisburg Municipal Court,

NOW THEREFORE, THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

**Section 1.** The Harrisburg Municipal Code Chapter 1.10.020 is amended as shown by the provisions contained in **Exhibit A**.

**Section 2.** The effective date of this Ordinance is hereby set as July 1, 2021.

PASSED by the Council this 8<sup>th</sup> day of December 2020.

APPROVED by the Mayor this 8<sup>th</sup> day of December 2020.

  
\_\_\_\_\_  
Mayor Duncan

ATTEST:

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

## EXHIBIT A

### **1.10.020 Definition of terms.**

For the purpose of this chapter, the following definitions will apply:

“Building Official” means that person or persons, appointed by the City and licensed by the Oregon State Building Codes division to enforce all aspects of the City’s, and by adoption, Oregon State building codes and standards for all of the building and electrical codes adopted in HMC 15.05.

“Code enforcement officer” means the City Administrator or person designated by the City Administrator who carries out and enforces the provisions of this chapter and is empowered to issue citations, subpoena witnesses and require the production of relevant documents at hearings before the Municipal Court.

Fine. The penalty to be imposed for a violation is a monetary penalty called a fine. The amount of the fine, unless otherwise stated in a City ordinance or this code, shall be an amount not to exceed \$500.00 per day of violation.

“Prior contact” means any contact between a City representative and the responsible party regarding the alleged violation that is made prior to the issuance of a citation, subject to the following:

- a. The contact shall be in any form reasonably expected to put the responsible party on notice of a need to comply with the involved ordinance or code section, and may include:
  - (1) A phone call;
  - (2) Other oral communication;
  - (3) A letter or other written communication, including electronic communications; and
  - (4) A prior citation for the same or a similar violation.
- b. The contact shall occur within the two years preceding a violation for which a citation is being issued.
- c. The contact shall include the following information:
  - (1) A description of what the City representative has determined to be a violation;
  - (2) A statement that it appears the person is a responsible party;
  - (3) A statement of the action required to remedy or cure the violation, and the date by which the remedy must begin or be completed; and
  - (4) A statement that failure to remedy or cure the violation within the time allowed may result in the issuance of a citation and complaint.

“Responsible party” means the person responsible for committing or remedying a violation and includes:

- a. The owner of the property or the owner’s manager or agent or other person in control of the property on behalf of the owner;
- b. The person occupying the property including bailee, lessee, tenant or other person having possession; or
- c. The person who is alleged to have committed or authorized the commission of the violation.

“Violation” means the commission of an act, or omission to act, in a manner that results in a breach or infringement of a section of a City ordinance or of this code, and where incarceration is not a possible result of such a breach or infringement. [Ord. 811 § 2, 2003.]

**FEWEL, BREWER & COULOMBE**

**Attorneys at Law**

James K. Brewer  
David E. Coulombe  
Amy L. Cook  
Scott A. Fewel (Retired)

456 SW Monroe Ave., Suite 101  
Corvallis, Oregon 97333

Phone: 541-752-5154  
Fax: 541-752-7532

September 29, 2020

State of Oregon  
Building Codes Division  
P.O. Box 14470  
Salem, OR 97309-0404

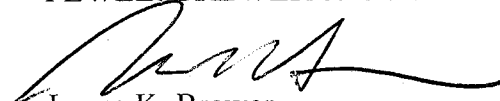
RE: City of Harrisburg Building and Electrical Codes Assumption Plan and Operating Plan

I am the City Attorney for the City of Harrisburg. The City is applying to the State Building Codes Division for the City to assume the administration and enforcement of most of the elements of the building and electrical codes for the City. As of the writing of this letter, Linn County has provided administration and enforcement of most of the elements of these building and electrical codes. As part of the transition from Linn County performing these functions to the City performing these functions, the City asked me to provide a statement that all employee rights under ORS 236.605 were preserved, consistent with OAR 918-308-0040 (1)(e).

The City timely contacted Linn County to see if any of Linn County's public employees would be deprived of employment solely because the duties of their employment with Linn County related to performing these functions, would be assumed or acquired by the City. The County has not responded to the City. Based on the best information available to me, as the City Attorney for the City of Harrisburg, I can state that the employee rights of the City employees under ORS 236.605 were preserved. From the silence on the part of the County, I can only assume that the County has no employment-related concerns.

Very truly yours,

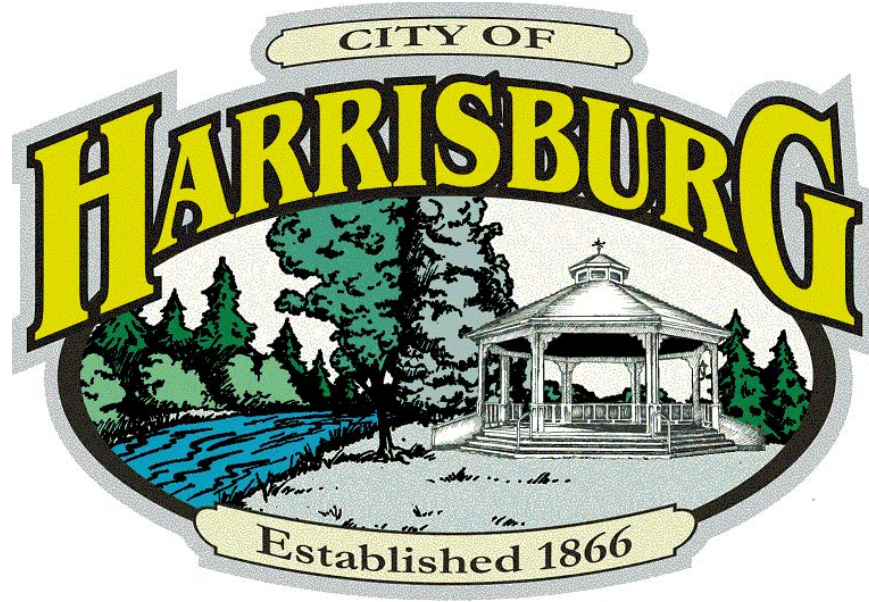
FEWEL, BREWER & COULOMBE



James K. Brewer  
Harrisburg City Attorney

JKB/krr

c: John Hitt, Harrisburg City Administrator  
Michele Eldridge, Harrisburg City Recorder



# City of Harrisburg Standard Fee Schedule

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# General Fees and Licenses in the City of Harrisburg

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**The fee schedule and resolution for City fees is located at the back of this document.**

## **Enterprise Zone Pre-Authorization:**

The City of Harrisburg co-manages and operates the Harrisburg Enterprise Zone. This includes acreage located in the City of Harrisburg, the City of Junction City, and property located abutting North Coburg Road, adjacent to I-5. The Zone Manager position in Harrisburg is held by the City of Harrisburg Administrator while the Zone Manager for Junction City is their City Administrator. Enterprise Zones are great resources for business in Oregon, allowing for an exemption from property taxes for new plant and equipment costs, if a business is able to meet the criteria.

## **Garage Sales:**

Fees are not charged for garage sales. However, garage sales are limited to no more than six days in any one-year period. The City of Harrisburg has a great City Wide Garage Sale in the summer, typically in the month of August. Citizens are encouraged to take advantage of having their sale posted on the City website. Watch the website and social media for the time of this year's City wide sale.

## **Land Use & Development Fees:**

Land Use and Development Fees are charged for land use projects in the City of Harrisburg. The fee is for the approximate amount of time for staff to process a Land Use Application, as well as for the time it takes for a land use application to be reviewed, and heard by the Planning Commission, and in the case of more complex land use applications, the City Council. Public Hearing Fees are included in the Land Use & Development Fee's.

## **Library Patron Fines and Fees:**

There is no fee for a family resident card in the City of Harrisburg, and a very low fee for cards held by those that are outside of Harrisburg. As always, there are overdue book fees, and if a book is lost, a charge for the replacement. Habitual violators will lose their library card and the right to borrow future items from the library.

# Licenses

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## **Business Licenses:**

Business Licenses are required for all businesses in Harrisburg, whether it's Commercial, Industrial, a Rental, or a Home Occupation. The City does advertise all businesses in Harrisburg, and keeps a directory on the City website. Business License fees are charged annually, and are billed in December. Licenses are pro-rated for ½ year, if the application is received after July 1<sup>st</sup>. Temporary Business Licenses are required for seasonal businesses, such as Christmas Tree stands, or Fireworks stands. A transfer of a business license to a different owner, or to a different business name, is also charged a small fee.

Apartment Buildings and Landlords of Rental Homes will be charged for each unit offered for rent. A scaled fee is available; 1-10 Rentals will be charged \$10 a rental unit, while 11 or more Rentals will be charged \$110.

Home Occupations, are businesses that are ran from a citizens home. These are typically sales of some sort, such as Avon, Mary Kay, or other types of businesses that operate through parties held in citizen's homes. It can also apply to professional types of businesses, such as Internet sales, like Amazon or E-Bay, accountants, IT businesses, etc. A Home Occupation is secondary to the main use of the home, which is your primary residence. It has to maintain the same character as the other homes around it; meaning that you can't store outside materials from the business, and the home should still look like a home. Commercial uses, such as a small café, or anything with a lot of foot traffic, belong only in a commercial zone.

There are other types of licenses, which are explained later in this document. Those include a commercial truck permit, solicitor licenses, a social games license, secondhand dealer license, and street & sidewalk vendor licenses.

## **Liquor License:**

A liquor license and fee is required as per OLCC for all premises selling liquor in the City of Harrisburg. In addition, citizens in town holding a special event which includes something such as a Beer Garden are required to obtain a temporary liquor license, which is approved by the City Administrator. Commercial Businesses wishing to have a beer garden or wine terrace outside of their establishment are required to obtain a public event permit.

## **Public Dance License:**

A public dance is any dance not held in a private home or residence, which is open to the general public. Some dances are part of a Public Event, but businesses can sometimes hold a public dance by utilizing a parking lot, or obtaining permission to hold a street dance.

### **Second Hand Dealer License:**

The applicant for this license will be subject to a criminal background check. In addition, there are specific City forms and processes that are required for purchases of pawned or secondhand goods; and specifically for precious metals, jewelry, coins, firearms, hand and power tools, or any article with a manufacturer's serial number.

Please contact City Administrative Staff for questions in relation to a Second Hand Dealer Permit.

### **Social Games Licenses:**

The City of Harrisburg requires that anyone dealing cards at a restaurant, bar, tavern, or lounge must be approved by the City of Harrisburg to have a Social Games license. A common and popular type of game right now are poker tournaments, but this also covers blackjack games, or any other type of game held outside of a residence. The person holding the tournament, or holding regular games must have a background check done, and must supply a current picture. The license also specifies which location in town that the operator will be holding the games at.

### **Solicitation License:**

Door to door sales are not allowed in the City limits of Harrisburg, without first obtaining a solicitation license from the City. This license requires a background check; some of the things the City checks for are past arrests, and/or convictions of crimes of violence, sex offenses, narcotics, alcoholic beverage laws and fraud. **Each individual** selling for a company is required to have a solicitation license. Selling door to door without a valid solicitation license is prohibited, and can be punishable as a civil infraction or criminal trespass in the second degree in the Harrisburg Municipal Court. Solicitors must also abide by posted no solicitation signs, and can only operate only between the hours of 9:00am and 8:00pm. Solicitors are required to carry their City approved license with them, and should display them when they come to a residence.

Harrisburg residents have the right to ask to see the solicitor's license, and are welcome to contact the City, to verify if a solicitor has a license to operate in town. If a resident is approached by a person who is soliciting, but they can offer no evidence of a solicitation license, then the resident can contact the City, or dispatch for the Linn County Sheriff's Office.

### **Street & Sidewalk Vendor License:**

Licenses are required for businesses that are located on any City street, parking lot, sidewalk, or other public property. This includes vendors that have mobile carts that move to different areas during the time they are in town, such as an ice cream cart. Special Events, such as the 4<sup>th</sup> of July, are administered by an association other than the City. The process for obtaining a

license is complex, and there are specific criteria that apply to it. Please call administrative staff if you are interested in this license.

Please note that if you plan on operating a business on the property of another business, such as a temporary business kiosk, or mobile cart in a business parking lot, that along with the permission of that business owner, you'll also need to obtain a temporary business license from the City of Harrisburg. A business kiosk that is permanent in nature, such as a coffee kiosk, will likely require a land use application.

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### **Lien Search Fees:**

Lien Search Fees are charged for lien searches that are for properties located in the City of Harrisburg. The City utilizes a company called Net Assets, which runs a website called Conduits. Title companies are required to obtain authorization through Net Assets to obtain lien search data for the City on the Conduits website. Information on existing liens can only be released to the owner of the property, or to a company that is going through Conduits for the Lien Search.

### **Marijuana Related Businesses:**

The City of Harrisburg submitted Measure 22-164 to the voters in November, 2016. That measure passed, and prohibits establishment of recreational and medical marijuana facilities of all kinds within the City limits of Harrisburg.

### **Marijuana Tax Rate:**

The City of Harrisburg does have a marijuana tax rate of 0% at this current time that would apply to both medical and recreational marijuana sales, if the prohibition of recreational and medical marijuana facilities were to be changed in the future.

For information in relation to Marijuana facilities, or tax rate, please contact the City Administrator.

### **Municipal Court Fees:**

The Harrisburg Municipal Court has fees in relation to the normal processes for a municipal court. The fees reimburse the City for staff costs involved in processing violations. For more information in relation to these fees, please contact the Municipal Court Clerk.

### **Nuisance Vegetation Removal:**

The City responds to complaints in regards to nuisance vegetation, and also monitors vegetation periodically from spring through fall. City crews will remove nuisance vegetation, after obtaining a court warrant.

Public Works crew rates for removal of nuisances will include labor, plus additional charges for equipment and tools.

### Notary Fees:

The City of Harrisburg does employ a notary public; that person is currently the City Recorder/Assistant City Administrator. Hours for the notary public can vary from day to day, and this service may not be available on specific days. Notary Fees are charged per Signature/Stamp Required.

### NSF Checks:

The City of Harrisburg as a public entity does charge a fee for checks that are returned to the City for non-sufficient funds.

## PERMITS

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### Building & Electrical Permits:

- All Building permits in Harrisburg **are submitted to and issued by Harrisburg City Hall**. The City contracts with the City of Junction City to provide plan review and inspection services.
- Fees are set by the City of Junction City, based on types of construction.
- Building Permits are available at City Hall, or are located on the City's website, at [www.ci.harrisburg.or.us](http://www.ci.harrisburg.or.us) under the Land Use/Planning tab. Building Permits may also be picked up in the City of Junction City.
- Sign Permits are considered a structural permit, for all commercial and industrial businesses in Harrisburg.

### Demolition Permit:

- Removal of any structure within the City of Harrisburg requires a demolition permit to be issued. The fee is \$60.00 for the City permit. If you are not replacing the demolished structure with another, then water meters must be removed and sewer service must be capped.
- An asbestos survey is required for all demolitions, and must be performed by an accredited inspector. Any asbestos on the premise must be removed prior to destruction.
- The City must inspect the property after everything has been demolished.

### Fence Permit:

- Residential fence plans and permits are required for all fences, up to 7' tall. The fence permit is available at City Hall, or on-line at [www.ci.harrisburg.or.us](http://www.ci.harrisburg.or.us) under the Land Use/Planning tab.

- Residential Fence Permits are free, if the fence is less than 7' tall and doesn't require a building permit.
- Fences over 7' tall require a building permit and must be inspected to meet building code requirements. Fences of any height for commercial and industrial properties require a building permit.

### **Fill Permit:**

Fill permits are required if:

- Your project is more than 50 cubic yards of fill;
- The fill will be more than one foot in depth on a buildable lot; or
- Fill will impact drainage on another lot.

Fill projects for 100 or more cubic yards will be required to pay actual costs for the review of the plans. Plans for 5,000 or more cubic yards require an engineering review.

### **Mobile Home Placement Permits:**

Mobile Home Placement Permits are required whether the mobile home is being placed in a mobile home park, or on a standard City lot. The City does allow mobile homes on standard lots, as long as the standards of HMC 18.75 are met. Placement Permits are issued by the City of Harrisburg, over the counter.

### **Parade Permit:**

All Parades using the local streets are required to obtain a permit, which must be approved by the City Council. There is currently no fee charged for a Parade Permit. Any parade crossing Hwy 99E will also require an ODOT permit to be filed. Contact the City Administrative Staff for more information.

### **Plumbing, Mechanical and Specialty Code Permits:**

Fees are set by the City of Junction City.

- All plumbing, mechanical, and specialty code work within the City of Harrisburg requires a permit to be issued prior to proceeding with plumbing or mechanical improvements.
- All residential permits are issued by the City of Harrisburg, over the counter. Inspections are provided via contract with the City of Junction City.
- Fireplace and Woodstove permits are considered a mechanical permit.

### **Public Event Permit:**

Public Event Permits are required in order to meet minimum standards in order to protect the peace, health, safety and welfare of individuals attending an event, and to insure that they don't create unreasonable problems for neighbors or the community at large.

A public event is any activity where:

- People are permitted, or invited to attend and where a fee is charged; or
- A voluntary contribution is solicited or paid for the privilege of attending; or
- Any money is raised or items are sold to defray the expenses of such events, unless exempted by City ordinance standards; or

## Exhibit L

- Is an event which is required to obtain a permit from Linn County pursuant to the Linn County Outdoor Assembly Peace, Health, Safety, and Welfare Code, found in Linn County Code Chapter 580.

Exemptions for a public event permit are applicable to the following:

- Any assembly or event likely involving less than 100 attendees, concluding on the same day that it begins and ends.
- Any public school or school district, or educational or training event sponsored or directed by a state sanctioned educational institution.
- An event located primarily in or occupies a permanent structure and facilities when they have been designed for that activity, accommodates the number of people reasonably expected to attend the activity, or has been approved for such activities through a land use process with the City.
- Any assembly under the auspices or approved by any local, state, or federal governmental entity or agency, or allowed under free speech provisions of the Oregon Constitution, or United States Constitution
- Any assembly regulated by Linn County as an outdoor assembly under Chapter 580 of the Linn County Code.

### **Right-of-Way Permit:**

It is unlawful for any person to perform work affecting the public right-of-way without first obtaining a Right-of-way Permit from the City. Work affecting the public right-of-way includes, but is not limited to; excavation, construction, reconstruction, repair, grading, oiling, or placing or erecting structures or signs. It includes, but is not limited to; work relating to a street, sidewalk, curb, gutter, driveway, culvert, ditch, or underground utility lines.

- Permit Fee and Application must be received by the City prior to any work commencing on your property.
- Application submittals to the City will include plans and drawings of the proposed work. City specifications for curbs, gutters, sidewalks, driveways, and other infrastructure must be followed. Contact the Public Works Director for City Specifications.
- Please allow a three day period from the time of submittal until approval of the permit.
- Complicated right-of-way permits require engineering review, and accompanying actual costs for the review. The time frame for these reviews can be substantial.

### **Sound Amplification Permit:**

This fee is charged for sound amplification events, such as a private band at a party located at a residential home.

- If a fee has been charged for a related activity or event, such as a Special Event permit fee or land use fee, no additional fee shall be charged for a Sound Amplification Permit.
- Government and Non-Profit Organizations are exempt from the fee, but not from the application process.



### **Public Improvement Requirements:**

Any kind of improvement or development on your property could trigger the requirement to bring the rest of your property up to City Code requirements. If your property currently lacks curbs, gutters, or sidewalks, or does not have a required garage or carport with a paved driveway, you may be required to install any of these at the time of development.

When the improvements are located in a public right-of-way, a right-of-way permit is required to be obtained prior to beginning the work. To determine if your development project will trigger a public improvement requirement, please contact administrative staff at the City of Harrisburg. If the City determines that your development requires improvement, but the elevations or conditions of the street don't allow it to be installed, then you will be required to fill out a Waiver of Remonstrance with the City. There is a recording fee required to be submitted with a Waiver of Remonstrance.

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### **Photo Copies:**

City Hall does not allow public use of the copy or fax machine. The Harrisburg Public Library does allow public use of the copy machine, and the H.A.R.T. Community Center also has both a copier as well as a fax machines. There are set fees for the use of these public facilities and equipment.

### **Public Record Request:**

There is a form on-line for requesting a public record. Many records are available online, and a request that can be processed within a half hour, and that is transmitted electronically, could potentially not result in a charge. Public Disclosure Requests that exceed \$25 in value will require pre-payment before they are processed. Applicants are contacted if the actual research time will extend beyond the original estimation of time. More information and the form itself is located here: <http://www.ci.harrisburg.or.us/administration/page/public-records-requests>

## **Rentals**

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### **Gazebo:**

The Harrisburg Gazebo is a beautiful structure that as part of Riverfront Park can be used by anyone (except when reserved) at any time for no fee. Food and Drink are not allowed in the gazebo, but it's a great place to be married! If you'd like to reserve the gazebo for your special event, please contact City Hall for availability. There is an application, plus cleaning deposit, and rental fee for reserving the gazebo. Reserving the gazebo includes power.

### **Harrisburg Municipal Center:**

The Harrisburg Municipal Center is available for rent. It can hold up to 125 people, and has a small kitchen available, as well as general restrooms. There is an application, plus a cleaning deposit and rental fee for reserving the Justice Center Hall. The auditorium area will be evaluated after your event with a checklist; your deposit will be returned to you if the room is sufficiently clean, and all chairs are replaced.

### **Heritage Park Picnic Pavilion:**

Contact the Museum Board for Rental of the Picnic Pavilion. There is a fee for using the Picnic Pavilion.

### **Skate Park Reservation:**

The Harrisburg Skate Park can be reserved for a Special Event for a minimum of two hours.

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### **Small or Miniature Animal Livestock Fee:**

Livestock is allowed in the City, but only on lots that are large enough to accommodate them. (Minimum 30,000 square feet (Approximately three-fourths of an acre)). The property must be fenced, and there is a limit of livestock based on the total square footage. In addition, being located inside of the City has other requirements, especially in relation to sanitation, and location of animal shelters. No barns, stables, or roofed structures for shelter of livestock can be located closer than 60 feet to any adjacent dwelling, or 25 feet to your own.

A miniature farm animal is allowed on property less than 30,000 square feet, as long as your property is at least one-half acre in size. There are permit requirements, and notice must be sent to neighboring property owners. This permit does have a fee that is charged to cover staff time in processing.

### **Street Trees Fees:**

Street Trees are required by subdivision standards, and can be required as part of a development agreement. A property owner is responsible for sidewalks and planting strips (including those with street trees) that are abutting their property.

### **Systems Development Charges:**

System Development Charges (SDC's) are charged per dwelling unit, or are based on new commercial & industrial construction. SDC's are typically charged by cities as a way to have new developments in the City help to pay for increased demand on a City's infrastructure. SDC's are typically charged for development, which includes construction or placement of a structure or addition, connection to the City sewer or water system, or on non-residential property, creating more than 500 square feet of non-permeable surface. SDC's are due in their

entirety when the building permit is picked up, when an annexation occurs, or connection to City services is completed.

- Standard Residential SDC: Charges are currently \$13,107 per dwelling unit.
- Commercial/Industrial SDC's: Are based upon current adopted methodology. Please see Resolution No. 1018

## Utility Fees, Rates and Information

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### Sewer Connections Required

When a City sanitary line does become available to property which has not previously been connected to City sanitary sewer or property which has been declared a health hazard, the property owner shall be given 180 days to connect to the City sanitary sewer line.

- All connections shall be made by a licensed sewer installer, who has been approved by the City.
- The Public Works Director or Foreman must approve all permits before work is started and must inspect all sewer connections before work is covered.

### Sewer Fees

Actual costs apply if the sewer service is not already stubbed out to the property. The fee is determined by Council resolution, located at the end of this document.

### Monthly Sewer Rates:

SEWER RATES	FEE
Minimum Charge	\$21.18
Sewer User Fee	\$7.68 per EUU*
Discontinued Service Minimum Charge	\$21.18
Sewer only accounts, only if the City has installed a water meter on the well.	\$3.58
Sewer only accounts without City water, or a water meter installed on the well.	The sewer service shall be based upon 5 units of water, per person, per household, per month

\*An EUU is equal to 748 gallons of metered water

### Determination of Sewer Rates

**Residential Customers:** Billing is based upon the amount of water used during the months of November through April. Residential customers shall be billed based upon the lesser of (1)

the amount of water used during the month or (2) their wintertime average. Sewer rates are adjusted effective May 1<sup>st</sup> of each year based upon the wintertime average.

**RESIDENTIAL CUSTOMERS WITHOUT A SIX MONTH WINTERTIME AVERAGE ARE BILLED ON THE LESSER OF:**

- The amount of water used during the month, or
- A wintertime average based upon the length of time the customer has been at the residence if it is less than 6 months, but not less than two months, or
- A presumed water usage of 2.81 EEU's\* per household resident 6 years and older.

**Non Residential Customers:** Charges are for sanitary sewer service based upon the number of EEU's of water usage each month. However, if the customer provides information to the satisfaction of the City that more than 50 percent of the water consumed is not going into the sanitary sewer system, then the City can charge for sanitary sewer services based upon one of these alternative billing methods.

**NONRESIDENTIAL CUSTOMERS THAT HAVE PROVIDED SATISFACTORY PROOF OF WATER CONSUMPTION OUTSIDE OF THE SANITARY SEWER SYSTEM CAN BE CHARGED AS FOLLOWS:**

- A secondary meter can be installed at the customers expense, or another method that can more accurately measure the number of EEU's of water going into the sanitary system, as determined by the City, or
- The City has determined that it's reasonable and appropriate to use the wintertime average that is typically used for residential customers.

**Sewer Only Rates:** Shall be billed as follows:

- At the rate of 5.0 EEU's per household resident six years old or older; or
- Based upon the actual numbers of EEU's if a meter can be installed that can accurately reflect the number of EEU's that can be charged.

**Payment Security:**

All customers are required to pay a security deposit at the time of application for sewer service in the following amounts:

- For single family residential sewer service, the applicant shall pay a \$50.00 deposit.
- For other sewer service, the applicant will pay a security deposit equal to the greater of \$50.00, or the monthly average water bill for a similar customer, as calculated during the previous three months and rounded to the higher even dollar amount.

**Refund of Deposit**

- At termination of sewer service, the security deposit will be refunded to the depositor after all outstanding bills and damage costs

- After two (2) years, if all sewer charges have been paid in a regular and timely basis, the depositor/owner shall be granted a refund of the deposit.
- At renter-occupied locations, the deposit shall be refunded after the account has been closed and any outstanding charges have been paid.

**Septic Systems:**

- It is unlawful to construct or maintain a private sanitary sewer system within the corporate limits of the City or in an area under the jurisdiction of the City. If a residence is on a septic system and is able to connect to the City’s sewer system, then all other existing sewage facilities must be abandoned and filled with suitable material.
- If existing structures are too low to be served by an available sewer, then a resident is required to contact the Public Works Director for direction.

**Service outside the City limits**

The charge to customers outside the City shall be double the regular Harrisburg sewer rate.

**Temporary Service**

- The charge for temporary service shall be at the established rate for other customers. The actual cost is charged for installation of a meter, and a deposit will be charged.

**Miscellaneous Sewer Fees**

There are fees charged for miscellaneous sewer services, including the following:

- Capping of the sewer line
- Restoration of service after capping
- Discontinuance of Service
- Sewer Service Restoration
- Repair of damaged sewer lines
- Damage to sewer mains & facilities
- Tag Fee
- Turn on Fee
- Service Deposits

**Storm Drainage Rates:**

TYPE OF CUSTOMER	RATES
Residential Customers	\$3.60 per month - per dwelling unit
Non-Residential Customers	7% of previous month’s sanitary sewer fee per month subject to a minimum fee of \$3.60 and a maximum fee of \$95.15

**Water Connection Requirements:**

- All property with new construction shall be required to have or make connections to the City water system, if it is available, and if not covered by another ordinance.
- When City water is available to the property and the property is on an existing well, the property owner is required to connect to City water within six months when there is:
  - Change in Ownership; or
  - Change in Occupancy; or
  - A Declared health hazard
- Water meters are installed by the City Public Works Department.

**Water Fees:**

Actual costs apply if the water service is not already stubbed out to the property. The fee is determined by Council resolution, located at the end of this document.

**Monthly Water Rates:**

*Residential Customers*

\*EUU's are equal to 748 gallons of metered water

TYPE OF CHARGE	FEE
Base Rate – minimum charge	\$21.30
Plus per EUU *	\$1.74 per EUU*

*Mobile Park/Apartment Customers:*

TYPE OF CHARGE	FEE
Base Rate – minimum charge	\$21.30 x the number of spaces in Occupied Mobile Park or number of Apartments
Plus per EUU *	\$1.74 per EUU*

*Commercial Customers:*

TYPE OF CHARGE	FEE
5/8" meter	Base Rate of \$26.13 per month plus \$2.10 per EUU
3/4" meter	Base Rate of \$27.74 per month plus \$2.10 per EUU
1" meter	Base Rate of \$34.14 per month plus \$2.10 per EUU
1 1/2" meter	Base Rate of \$42.17 per month plus \$2.10 per EUU
2" meter	Base Rate of \$50.20 per month plus \$2.10 per EUU

Exhibit L

3" meter	Base Rate of \$66.29 per month plus \$2.10 per EEU
4" meter	Base Rate of \$82.33 per month plus \$2.10 per EEU
6" meter	Base Rate of \$106.41 per month plus \$2.10 per EEU

**Government Customers:**

Rates are charged as follows:

<b>TYPE OF CHARGE</b>	<b>FEE</b>
1" TO 2" Base Fee	\$34.14 per month plus \$1.75 per EEU
3" Base Fee	\$50.20 per month plus \$2.10 per EEU
4" Base Fee	\$66.29 per month plus \$2.10 per EEU
6" Base Fee	\$82.33 per month plus \$2.10 per EEU

**Service Outside of Harrisburg City Limits:**

The charge to customers outside of the City shall be double the regular Harrisburg rate

**Bulk Water Purchases:**

\$4.86 per 1,000 gallons

**Unmetered Service:**

It shall be the policy of the City that all water service be metered. However, at its discretion, the City may furnish unmetered water to a user until a meter is provided; in such cases, the water service fee shall be set in the application portion of the resolution establishing fees and rates.

**Payment Security:**

All customers are required to pay a security deposit at the time of application for water service in the following amounts:

- For single family residential water service, the applicant shall pay a \$50.00 deposit.
- For Other water service, the applicant shall pay a security deposit equal to the greater of \$50.00, or the monthly average water bill for a similar water customers, as calculated during the previous three months and rounded to the higher ven dollar amount.

**Refund of Deposit**

- At termination of water service, the security deposit will be refunded to the depositor after all outstanding bills and damage costs have been deducted.
- After two (2) years, if all water charges have been paid in a regular and timely basis, the depositor shall be granted a refund of the deposit.

## Exhibit L

- At renter-occupied locations, the deposit shall be refunded after the account has been closed and any outstanding charges have been paid.

### Miscellaneous Water Fees

There are fees charged for miscellaneous sewer services, including the following:

- Service Installation
- Meter Drop-In
- Service Deposit
- Tag Fee
- Turn on Fee
- Testing water meters at the users request.
- Restoration, reconnection charge for delinquent monthly payments
- Moving or altering meter.
- Repair of damage to water meter or City lines
- Installation of a meter on a well.

### Wells:

Wells are allowed within the City limits, but a residence will remain attached to the City water service and will be charged a monthly base fee plus usage if applicable. All wells (including those used only for irrigation purposes) are required by state law to have a backflow device, which must be installed and certified on an annual basis by a certified and licensed well digger. Backflow devices require a plumbing permit for installation.



# Standard Fee Schedule for City Services

<b>Ordinance</b>	<b>Subject</b>	<b>Fee</b>		
2.20.100	Library <ul style="list-style-type: none"> <li>• Card – Nonresident</li> <li>• Card – Nonresident Senior Citizen</li> <li>• Card – Additional</li> <li>• Card – Replacement for lost or damaged</li> <li>• Overdue Materials Charge</li> </ul>	\$25.00		
2.25.050	Photocopies	<b>Size</b>	<b>B/W</b>	<b>Color</b>
		<b>8.5X11</b>	\$0.15	\$0.25
		<b>8.5X14</b>	\$0.25	\$0.50
		<b>11X17</b>	\$0.50	\$0.75
2.25.050	Public records <ul style="list-style-type: none"> <li>• Records Request Searches</li> <li>• City Charter</li> <li>• PW standard drawing</li> <li>• Comp Plan, Volume 1</li> <li>• Comp Plan, Volume 2</li> <li>• Zoning Map, Comp Plan Map, or LWI Map (11X17)</li> <li>• Buildable Land Needs Analysis</li> <li>• Certified copies</li> </ul>	\$30 / hour – Minimum ½ hour increments		
		\$2.50		
		\$5.00		
		\$10.00		
		\$10.00		
		\$3.00		
		\$20.00		
		\$5.00		
3.07.030	Marijuana Sales Tax Rates <ul style="list-style-type: none"> <li>• Medical (% of gross sales)</li> <li>• Recreational (% of gross sales)</li> </ul>	0%		
		0%		
3.15.030	Lien Search Fees	\$28.00 / search		
5.05.050	Business License <ul style="list-style-type: none"> <li>• One Employee</li> <li>• 2-10 Employees</li> <li>• 11-30 Employees</li> <li>• 31+ Employees</li> </ul> Rental License <ul style="list-style-type: none"> <li>• 1-10 Rentals</li> <li>• 11+ Rentals</li> </ul> Late Fee	\$30.00		
		\$55.00		
		\$90.00		
		\$105.00		
		\$10.00 / rental		
		\$110.00		
		\$20% / month		
5.05.060	Transfer of Business License	\$30.00		
5.07.020	Home Occupation	\$30.00		
5.09.030	Commercial Truck Permit	\$30.00		
5.10.050	Solicitor License	\$100.00		
5.15.030	Social Games	\$75.00		
5.20.030	Secondhand Dealer License	\$75.00		
5.25.030	Street & Sidewalk Vendor License	\$75.00		
6.05.110.2	Small or Miniature Livestock Fee	\$50.00		
9.20.030	Sound Amplification Permit	\$30.00		
9.55.110				

Exhibit L

<b>Ordinance</b>	<b>Subject</b>	<b>Fee</b>
9.50.040	Public Dance License <ul style="list-style-type: none"> <li>• Annual fee</li> <li>• Amount refunded if no dance held</li> <li>• Fee per public dance</li> </ul>	\$325.00 \$250.00 \$50.00
9.52.050	Public Event Application Fee <ul style="list-style-type: none"> <li>• 500 or less people</li> <li>• More than 500 people</li> </ul>	\$165.00 \$250.00
12.10.010 13.05.050 17.35.070 18.15.020 18.20.010 18.22.020	Waiver of Remonstrance recording fee	\$105 First Page, \$5 per additional page, \$5 Administrative Fee
12.15.040	Right-of-Way Permit	\$50.00 + actual costs
12.20.010	Street Trees Purchase and Planting per Tree	\$300.00
13.10.030	Sewer System Fees <ul style="list-style-type: none"> <li>• Sewer Connection</li> <li>• Service Deposit</li> <li>• Delinquent Accounts</li> <li>Tag Fee</li> <li>Turn on Fee</li> </ul>	\$225.00 \$50.00 \$20.00 / tag \$30.00
13.15.030	Water System Fees <ul style="list-style-type: none"> <li>• Service Installation</li> <li>• Meter Drop-in <ul style="list-style-type: none"> <li>¾" inch</li> <li>1" inch</li> </ul> </li> <li>• Meter on Well</li> <li>• Service Deposit</li> <li>• Delinquent Accounts</li> <li>Tag Fee</li> <li>Turn on Fee</li> <li>• Testing Water Meter (user request)</li> <li>• Moving or altering meter</li> <li>• Repair or damage to water meter or city lines</li> </ul>	\$1,335.00 or actual costs whichever is greater \$360.00 \$415.00 \$450.00 \$50.00 \$20.00 / tag \$30.00 Actual Cost (\$50 min.) Actual Cost Actual Cost
15.05.140	Fill permit <ul style="list-style-type: none"> <li>• 50 – 99 cubic yards</li> <li>• 100 – 4,999 cubic yards</li> <li>5,000 or more cubic yards</li> </ul>	\$60.00 \$425.00 + actual costs \$425.00 + actual costs
15.20.110	Flood Hazard Development Permit	\$275.00
18.125.110	Land use <ul style="list-style-type: none"> <li>• Annexation</li> <li>• Appeal to Planning Commission or City Council</li> <li>• Comprehensive Plan Map Amendment</li> <li>• Conditional Use Permit</li> <li>• Historic Permits</li> <li>Resource Alteration</li> </ul>	\$1,800.00 \$750.00 \$2,000.00 \$1,500.00

Exhibit L

<b>Ordinance</b>	<b>Subject</b>	<b>Fee</b>
	Resource Demolition	\$100.00
	Historic Review – District	\$550.00
	• Legal Lot Determination	\$25.00
	• Measure 37 Claim	\$150.00
	• Property Line Adjustment	\$1,250.00
	• Partition (Minor/Major) / Replat ≤3 lots	\$500.00
	• Site Plan	\$1,500.00
	• Site Plan – Parking lot only	\$950.00
	• Subdivision / Replat >3 Lots	\$250.00
	• Vacation of street, alley or easement	\$2,250.00 + \$25.00/lot
	• Variance (minor)	\$975.00
	• Variance (major)	\$425.00
	• Zone Map Change	\$950.00
	• Zoning Ordinance Text Amendment	\$1,750.00
		\$1,125.00
<b>Miscellaneous Fees:</b>		
	Public Works Crew Rates	
	• Labor	\$65.00 / hr
	• Administrative Fee	20% of Labor
	• Drivable Equipment	\$25.00 / hr
	• Other Power Equipment	\$10.00 / hr
	• Contracted Services	\$ actual costs + 20%
	• Grass Cutting	\$75.00 / hr
	Gazebo Rental – 4 hours	\$125.00
	• Refundable deposit	\$300.00
	Municipal Center Meeting Room rental – 4 hours	\$125.00
	• Refundable deposit	\$300.00
	Skate Park Reservation – two hours	\$100.00
	Notary fees	
	• Acknowledgement	\$10.00
	• Verification or affirmation	\$10.00
	• Certifying copy or witnessing signing	\$10.00
	• Administer oath or affirmation	\$10.00
	Depositions per page	\$1.00
	NSF check	\$25.00
	Enterprise Zone Pre-authorization	\$250.00
<b>Municipal Court Fees</b>		
2.05.080	Payment Arrangement Fee	\$25.00
	Suspension Fee	\$15.00
	Dismissal Fee	Subject to Violation Class
	Show Cause Fee	\$50.00
	Warrant Fee	\$100.00
	Collection Fee	\$25.00
	3 <sup>rd</sup> Party Collection Agency Fee	Subject to ORS 137.118 & Agency's Commission

# Building Permits Fee Schedule

Item	Fee	Set By
Commercial & Residential Permits	Based on total valuation	JCMC 15.05/Res 1171
State surcharge of 12% added to the total and a plan check fee which is 65% of the permit fee		

## Electrical Permit

Item	Fee	Set By
New Residential Single or Multi-family Dwelling		
1,000 sq. ft. or less	\$117	JCMC 15.05/Res 1171
Each additional 1,500 sq. ft. or portion	\$21	JCMC 15.05/Res 1171
Limited Energy (Residential)	\$27.50	JCMC 15.05/Res 1171
Limited Energy (Non-Residential)	\$27.50	JCMC 15.05/Res 1171
Each Manufactured or Modular Dwelling, Service, and/or Feeder	\$69	JCMC 15.05/Res 1171
Services or Feeders Installation, Alteration, and/or Relocation		
200 amps or less	\$87	JCMC 15.05/Res 1171
201 amps to 400 amps	\$103	JCMC 15.05/Res 1171
401 amps to 600 amps	\$172	JCMC 15.05/Res 1171
601 amps to 1,000 amps	\$224	JCMC 15.05/Res 1171
Over 1,000 amps or volts	\$516	JCMC 15.05/Res 1171
Reconnect Only	\$69	JCMC 15.05/Res 1171
Temporary Services or Feeders Installation, Alteration, and/or Relocation		
200 amps or less	\$69	JCMC 15.05/Res 1171
201 amps to 400 amps	\$95	JCMC 15.05/Res 1171

Exhibit L

Item	Fee	Set By
601 amps to 1,00 amps	\$200	JCMC 15.05/Res 1171
Over 1,000 amps or volts	\$465	JCMC 15.05/Res 1171
<b>Branch Circuits</b>		
Branch Circuits with Service or Feeder Fee, each Branch Unit	\$4.40	JCMC 15.05/Res 1171
Branch Circuits without Service or Feeder Fee, each Branch Unit	\$59	JCMC 15.05/Res 1171
Each Additional Branch Circuit	\$4.40	JCMC 15.05/Res 1171
<b>Miscellaneous</b>		
Pump or Irrigation Cycle	\$69	JCMC 15.05/Res 1171
Sign or Outline Lighting	\$69	JCMC 15.05/Res 1171
Signal Circuit(s) or Limited Energy Panel, Alteration, or Extension	\$69	JCMC 15.05/Res 1171
Each Additional Inspection	\$60.50	JCMC 15.05/Res 1171
<b>Limited Energy Permits (Residential)</b>		
Fee for All Systems*	\$27.50	JCMC 15.05/Res 1171
<b>Limited Energy Permits (Commercial)</b>		
Audio and Stereo Systems	\$27.50	JCMC 15.05/Res 1171
Boiler Controls	\$27.50	JCMC 15.05/Res 1171
Clock Systems	\$27.50	JCMC 15.05/Res 1171
Data Telecommunication Installation	\$27.50	JCMC 15.05/Res 1171
Fire Alarm Installation	\$27.50	JCMC 15.05/Res 1171
HVAC	\$27.50	JCMC 15.05/Res 1171
Instrumentation	\$27.50	JCMC 15.05/Res 1171
Intercom and Paging Systems	\$27.50	JCMC 15.05/Res 1171
Landscape Irrigation Control	\$27.50	JCMC 15.05/Res 1171
Medical	\$27.50	JCMC 15.05/Res 1171

Exhibit L

Item	Fee	Set By
Outdoor Landscape Lighting	\$27.50	JCMC 15.05/Res 1171
Protective Signaling	\$27.50	JCMC 15.05/Res 1171
State surcharge of 12% added to the total		

*\*These include audio and stereo, burglar alarm, garage door opener, heating, ventilation, air conditioning, and vacuum systems*

## Mechanical Permits

Item	Fee	Set By
State surcharge of 12% added to the total and a minimum permit fee of \$79.75		
<b>Residential Equipment/System Fees</b>		
Heating/Cooling		
Furnace Add-On Air Conditioning	\$19	JCMC 15.05/Res 1171
Gas Heat Pump	\$15.40	JCMC 15.05/Res 1171
Duct Work	\$15.40	JCMC 15.05/Res 1171
Hydronic Hot Water System	\$15.40	JCMC 15.05/Res 1171
Residential Boiler	\$11	JCMC 15.05/Res 1171
Unit Heaters (fuel-type, not electric), in-wall, in-duct, suspended, etc.	\$11	JCMC 15.05/Res 1171
Flue/Vent for any of the Above	\$11	JCMC 15.05/Res 1171
Other Fuel Appliances		
Water Heater	\$11	JCMC 15.05/Res 1171
Gas Fireplace	\$11	JCMC 15.05/Res 1171
Flue Vent for Water Heater or Gas Fireplace	\$11	JCMC 15.05/Res 1171
Log Lighter (gas)	\$11	JCMC 15.05/Res 1171
Wood/Pellet Stove	\$11	JCMC 15.05/Res 1171
Wood Fireplace/Insert	\$11	JCMC 15.05/Res 1171

Exhibit L

Item	Fee	Set By
<b>Environmental Exhaust and Ventilation</b>		
Range Hood/Other Kitchen Equipment	\$11	JCMC 15.05/Res 1171
Clothes Dryer Exhaust	\$11	JCMC 15.05/Res 1171
Single-Duct Exhaust	\$7.40	JCMC 15.05/Res 1171
Attic/Crawl Space Fans	\$7.40	JCMC 15.05/Res 1171
Other	\$6.30	JCMC 15.05/Res 1171
<b>Fuel Piping</b>		
First Four	\$5.90	JCMC 15.05/Res 1171
Each Additional	\$1.10	JCMC 15.05/Res 1171
Furnace, etc.	\$15.40	JCMC 15.05/Res 1171
Gas Heat Pump	\$15.40	JCMC 15.05/Res 1171
Wall/Suspended/Unit Heater	\$15.40	JCMC 15.05/Res 1171
Water Heater	\$11	JCMC 15.05/Res 1171
Fireplace	\$11	JCMC 15.05/Res 1171
Range	\$11	JCMC 15.05/Res 1171
Barbecue	\$11	JCMC 15.05/Res 1171
Clothes Dryer (gas)	\$11	JCMC 15.05/Res 1171
<b>Commercial Mechanical Permits (Based on total valuation)*</b>		
\$1 to \$5,000	\$79.75 minimum fee	JCMC 15.05/Res 1171
\$5,001 to \$10,000	\$79.75 for the first \$5,000 (plus \$1.67 for each additional \$100 or fraction thereof, up to and including \$10,000)	JCMC 15.05/Res 1171
\$10,001 to \$25,000	\$163.25 for the first \$10,000 (plus \$1.69 for each additional \$100 or fraction thereof, up to and including \$25,000)	JCMC 15.05/Res 1171

Exhibit L

Item	Fee	Set By
\$25,001 to \$50,000	\$416.75 for the first \$25,000 (plus \$1.60 for each additional	JCMC 15.05/Res 1171
	\$100 or fraction thereof, up to and including \$50,000)	
\$50,001 and up	\$816.75 for the first \$50,000 (plus \$1.32 for each additional \$100 or fraction thereof)	JCMC 15.05/Res 1171
Other Inspection Fess		
Inspections Outside of Normal Business Hours	\$68.75/Hour/Two Hour Minimum	JCMC 15.05/Res 1171
Inspections for Which No Fee is Indicated	\$68.75/Hour/Half Hour Minimum	JCMC 15.05/Res 1171
Additional Plan Review	\$68.75/Hour/Half Hour Minimum	JCMC 15.05/Res 1171

*\*25% plan review fee required on all commercial permits*

## Plumbing Permit

Item	Fee	Set By
State surcharge of 12% added to the total and a minimum permit fee of \$79.75		
New Single and Two-Family Dwelling		
Single Family Residential (SFR) 1 Bath	\$274.10	JCMC 15.05/Res 1171
SFR 2 Bath	\$385	JCMC 15.05/Res 1171
SFR 3 Bath	\$438.90	JCMC 15.05/Res 1171
Each Additional Bath/Kitchen	\$274.10	JCMC 15.05/Res 1171
Site Utilities		
Catch Basin or Area Drain	\$18.30	JCMC 15.05/Res 1171
Drywell, Leach Line, or Trench Drain	\$18.30	JCMC 15.05/Res 1171
Manholes	\$18.30	JCMC 15.05/Res 1171
Rain Drain Connector	\$18.30	JCMC 15.05/Res 1171
Fixtures or Items		
Absorption Valve	\$18.30	JCMC 15.05/Res 1171



Exhibit L

Item	Fee	Set By
Dishwasher	\$18.30	JCMC 15.05/Res 1171
Drinking Fountain	\$18.30	JCMC 15.05/Res 1171
Ejectors/Sump	\$18.30	JCMC 15.05/Res 1171
Expansion Tank	\$18.30	JCMC 15.05/Res 1171
Fixture/Sewer Cap	\$18.30	JCMC 15.05/Res 1171
Floor Drain/Floor Sink/Hub	\$18.30	JCMC 15.05/Res 1171
Garbage Disposal	\$18.30	JCMC 15.05/Res 1171
Hose Bib	\$18.30	JCMC 15.05/Res 1171
Ice Maker	\$18.30	JCMC 15.05/Res 1171
Interceptor/Grease Trap	\$18.30	JCMC 15.05/Res 1171
Primer	\$18.30	JCMC 15.05/Res 1171
Roof Drain (commercial)	\$18.30	JCMC 15.05/Res 1171
Sink/Basin/Lavatory	\$18.30	JCMC 15.05/Res 1171
Tub/Shower/Shower Pan	\$18.30	JCMC 15.05/Res 1171
Urinal	\$18.30	JCMC 15.05/Res 1171
Water Closet	\$18.30	JCMC 15.05/Res 1171
Water Heater plus a Mechanical Permit	\$18.30	JCMC 15.05/Res 1171
Laundry Tray	\$18.30	JCMC 15.05/Res 1171
Washing Machine	\$18.30	JCMC 15.05/Res 1171
Floor Drain/Floor Sink (2", 3", or 4")	\$18.30	JCMC 15.05/Res 1171
MFG Home New Water Service	\$51	JCMC 15.05/Res 1171
MFG Home New San./Storm Sewer	\$51	JCMC 15.05/Res 1171

Exhibit L

Item	Fee	Set By
Other Fixtures	\$18.30	JCMC 15.05/Res 1171
Sewer		
1 <sup>st</sup> 100'	\$60.50	JCMC 15.05/Res 1171
Each Additional 100'	\$51	JCMC 15.05/Res 1171
Water Service		
1 <sup>st</sup> 100'	\$60.50	JCMC 15.05/Res 1171
Each Additional 200'	\$51	JCMC 15.05/Res 1171
Storm & Rain Drain		
1 <sup>st</sup> 100'	\$60.50	JCMC 15.05/Res 1171
Each Additional 100'	\$51	JCMC 15.05/Res 1171
Commercial Backflow Prevention Device	\$51	JCMC 15.05/Res 1171
Residential Backflow Prevention Device	\$30.30	JCMC 15.05/Res 1171
Catch Basin	\$18.30	JCMC 15.05/Res 1171
Inspection of Existing Plumbing or Specially Requested Inspections	\$68.75	JCMC 15.05/Res 1171
Rain Drain, Single Family Dwelling	\$71.75	JCMC 15.05/Res 1171
Grease Traps	\$18.30	JCMC 15.05/Res 1171

**Miscellaneous Permits**

Item	Fee	Set By
Appeal of a Civil Administrative Penalty	\$250.00	JCMC 15.05/Res 1171
Medical Gas Systems (Based on Total Valuation)		
\$1 to \$5,000	\$79.75/Minimum	JCMC 15.05/Res 1171
\$5,001 to \$10,000	\$72.50 for the first \$5,000 and \$1.67 for each additional \$100 or fraction thereof, to and including \$10,000	JCMC 15.05/Res 1171

Exhibit L

Item	Fee	Set By
\$25,001 to \$50,000	\$416.75 for the first \$25,000 and \$1.60 for each additional \$100 or fraction thereof, to an including \$50,000	JCMC 15.05/Res 1171
\$50,000 and up	\$816.75 for the first \$50,000 and \$1.32 for each additional \$100 or fraction thereof	JCMC 15.05/Res 1171
Residential Fire Suppression Permit (Multipurpose or Continuous Loop System)		
0 to 2,000 Sq. Ft.	\$126.50	JCMC 15.05/Res 1171
2,001 to 3,600 Sq. Ft.	\$176.00	JCMC 15.05/Res 1171
3,601 to 7,200 Sq. Ft.	\$242.00	JCMC 15.05/Res 1171
7,201 Sq. Ft. and Greater	\$339.90	JCMC 15.05/Res 1171
Residential Fire Suppression Permit (Stand Alone System)		
0 to 2,000 Sq. Ft.	\$206.25	JCMC 15.05/Res 1171
2,001 to 3,600 Sq. Ft.	\$255.75	JCMC 15.05/Res 1171
3,601 to 7,200 Sq. Ft.	\$321.00	JCMC 15.05/Res 1171
7,201 Sq. Ft. and Greater	\$419.65	JCMC 15.05/Res 1171
Phased Projects	\$200.00 plus 10% of the total project building permit fee not to exceed \$1500 for each phase	JCMC 15.05/Res 1171
Deferred Submittals	65% of the building permit fee, but no less the \$200	JCMC 15.05/Res 1171
Manufactured Home Placement Permit		
Set Up Permit	\$115.50	JCMC 15.05/Res 1171
Permanent Steps & Skirting	\$11.00	JCMC 15.05/Res 1171
Plumbing Permit	\$157.08	JCMC 15.05/Res 1171
Electrical Permit	Separate	JCMC 15.05/Res 1171
State MH Fee	\$30.00	JCMC 15.05/Res 1171
Appeal Fee	\$250.00	JCMC 15.05/Res 1135

## Appendix – Sources

Building Permits	Fees are based upon Junction City Municipal Code and Resolutions
Business Licenses	HMC 5.05 & Resolution No. 1223
Social Game Licenses	HMC 5.15 & Resolution No. 1223
Curbs, Gutters and Sidewalk Requirements:	HMC 12.10
Garage Sales:	HMC 5.05
Grass/Vegetation Cutting:	HMC 8.05 & Resolution No. 1223
Gazebo Use & Rental:	Resolution Nos. 542, 1221 & 1223
Harrisburg Municipal Center Rent:	Resolution No. 1223, Council 10.13.99
Heritage Park Rent:	Museum Board is separate from City
Land Use & Development Fees:	Resolution No. 1223
Library Patron Fines and Fees:	HMC 2.20 & Resolution No. 1223
Lien Search Fees:	Resolution No. 1223
Liquor License:	OLCC – ORS 471.313, Resolution No. 1223
Marijuana Tax Rate:	Resolution No. 1092, and 1223
Municipal Court Fees:	Resolution No. 1223
NSF Checks:	Resolution No. 1223
Notary Fees:	Resolution No. 1223
Permits	
Building Permits:	Linn County Code & Fees
Demolition Permit:	HMC 15.05 & Resolution No. 718 & 1223
Electrical Permits:	Linn County Code & Fees
Fence Permit:	HMC 18.80
Fill Permit:	HMC 15.05 & Resolution No. 1223
Mobile Home Placement Permits:	Linn County Code & Fees

Exhibit L

Parade Permit:	HMC 10.05, 20.05.270-10.05.300
Plumbing, Mechanical & Specialty Code:	Linn County Code & Fees
Public Event Permit:	HMC 9.52 & Resolution No. 1223
Right-of-Way Permit:	HMC 9.52 & Resolution No. 1223
Second Hand Dealer Permit:	Resolution No. 1223
Sound Amplification Permit:	Resolution No. 1223
Photo Copies:	Resolution No. 1223
Public Dance License:	HMC 9.50& Resolution No. 1223
Public Record Request:	Resolution No. 1223
Public Records Fee Schedule:	HMC 2.25 & Resolution No. 1223
SkatePark Reservation:	Resolution No. 1223
Small or Miniature Animal Livestock Fee:	HMC 6.05.110.2 & Resolution No. 1223
Street Trees Fees:	Resolution No. 1223
Systems Development Fees:	HMC 12.35 & Resolution No. 1018
Utility Fees:	
Sewer Connections Required:	HMC 13.05
Sewer Fees & Rates:	Resolution No. 579, 1174 & 1223
Monthly Sewer Rates:	Resolutions No. 579, 1174 & 1223
Storm Drainage Rates:	Resolution No. 1106, 1174 & 1223
Water Connections Required:	HMC 13.15
Water Fees & Rates:	Resolutions No. 578, 977 & 1223