

Harrisburg City Council Agenda July 22, 2025 6:30 PM

Mayor:	Robert Duncan
Council President:	Mike Caughey
Councilors:	Kimberly Downey, Randy Klemm, Charlotte Thomas,
	Cindy Knox, Dana Henry and Youth Advisor Nolan Malpass
Meeting Location:	Harrisburg Municipal Center Located at 354 Smith St

PUBLIC NOTICES:

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

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan

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

LCSO REPORT

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

STAFF REPORT:

Exhibit A: LCSO City Report for June 2025

ACTION: DISCUSSION ONLY

2. THE MATTER OF REVIEWING THE 2025 2ND QUARTER CRIME RESULTS FOR THE CITY OF HARRISBURG

STAFF REPORT:

Exhibit A: Harrisburg Crime Comparison 2nd Qtr.

Exhibit B: LCSO Contract Cities Report for 2nd Qtr.

ACTION: NO ACTION. INFORMATION ONLY

COBURG POLICE TRAFFIC ENFORCEMENT REPORT

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

STAFF REPORT:

Exhibit A: Coburg 2025 2nd Quarter Stats Report

ACTION: DISCUSSION ONLY

RESOLUTIONS

4. THE MATTER OF AUTHORIZING AN INTERIM FINANCING CONTRACT FOR A SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT FOR \$3.5 MILLION, BY APPROVING RESOLUTION NO 1307 "A RESOLUTION OF THE CITY OF HARRISBURG, OREGON AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO AN INTERIM FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY."

STAFF REPORT:

- Exhibit A: Notice of Award, & Award Summary
- Exhibit B: Interim Financing Contract
- Exhibit C: Legal Opinion
- Exhibit D: Proposed Disbursement Schedule
- Exhibit E: Resolution No. 1307

ACTION: MOTION TO APPROVE RESOLUTION NO. 1307, "A RESOLUTION OF THE CITY OF HARRISBURG, OREGON AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO AN INTERIM FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY."

5. THE MATTER OF DECLARING AN EMERGENCY BY ADOPTING RESOLUTION NO. 1308, IN RELATION TO BANK EROSION ON THE EAST SIDE OF BANK OF THE WILLAMETTE RIVER, AT THE NW CORNER OF CITY LIMITS, ADJACENT TO 15S04W0900605, AND ADJACENT TO CITY PROPERTY LOCATED AT 15S04W0900700

STAFF REPORT:

Exhibit A: Resolution No. 1308

ACTION: MOTION TO APPROVE RESOLUTION NO. 1308, "A RESOLUTION DECLARING AN EMERGENCY IN THE CITY OF HARRISBURG IN RELATION TO SEVERE BANK EROSION ON THE EAST BANK OF THE WILLAMETTE RIVER."

NEW BUSINESS

6. THE MATTER OF APPROVING, AMENDING, OR DENYING A REQUEST FOR A SPECIAL EVENT LICENSE FOR HAYWORTH ESTATE WINES DURING REMAINING SUMMER SOUNDS CONCERTS.

STAFF REPORT:

Exhibit A: Local Government Recommendation Form

ACTION: MOTION TO APPROVE, AMEND OR DENY THE REQUEST FOR A SPECIAL EVENT LICENSE FOR HAYWORTH ESTATE WINES ON JULY 31, AND AUGUST 7.

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

7. THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

Exhibit A: City Council Minutes for June 10, 2025

Exhibit B: Payment Approval Report for June 2025

Exhibit C: Municipal Court Collections Report for June 2025

Exhibit D: Municipal Court Citation Report for June 2025

Exhibit E: June 2025 Code Enforcement Report

ACTION: MOTION TO APPROVE THE CONSENT LIST

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

Minutes from the June 10, 2025 City Council Meeting

The Payment Approval Report for June 2025

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

- Field Damage from 4th of July Fireworks
- Biz Expo
- Harvest Festival

OTHER ITEMS

ADJOURN

Agenda Bill Harrisburg City Council Harrisburg, Oregon

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

STAFF REPORT:

Exhibit A: LCSO City Report for June 2025

ACTION: DISCUSSION ONLY

THIS AGENDA BILL IS DESTINED FOR: Council Agenda, July 22, 2025

	BUDGET IMI	PACT
COST	BUDGETED?	SOURCE OF FUNDS
N/A	N/A	N/A

STAFF RECOMMENDATION:

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

BACKGROUND INFORMATION:

Sergeant Frambes will be providing the June 2025 **(EXHIBIT A)** Linn County Sheriff Office City Reports this evening.

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

REVIEW AND APPROVAL:

Lori Ross

Lori Ross/ City Recorder

07/15/2025 Date



LINN COUNTY SHERIFF'S OFFICE

Michelle Duncan, Sheriff

1115 S.E. Jackson Street, Albany, OR 97322 Albany, OR. 97322 Phone: 541-967-3950 www.linnsheriff.org

2025

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

FOR THE MONTH OF:

JUNE

COMPLAINTS/INCIDENTS INVESTIGATED:	143
ARRESTS MADE:	7
TRAFFIC CRASHES:	0
TRAFFIC WARNINGS:	19
TRAFFIC CITATIONS:	10

TOTAL HOURS SPENT:

HARRISBURG 268.5 hours

CONTRACT HOURS= 275 HOURS

Michelle Duncan, Sheriff, Linn County

By: Sgt. Steven Frambes

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1.



MONTHLY BULLETIN OF DISPATCHED CALLS AND CASES FOR CONTRACT CITIES

This Report Encompasses: 6/ 1/25

6/ 1/25 to 6/30/25

1.

Total Incidents This Month: 143

Incident Information:	Description
CAD# 2025099254 TIME: 6/1/2025 2:31:48PM CASE# CAD Only	TRAFFIC STOP Reported at Block of 500 LASALLE ST HBRG
HBRG WARNING EQUIPMENT VIOL/	Driver warned for equipment violation
CAD# 2025099287 TIME: 6/1/2025 3:17:53PM CASE# CAD Only	911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG Unknown reason for dial
HBRG	
CAD# 2025099290 TIME: 6/1/2025 3:21:57PM CASE# CAD Only HBRG	911 HANG UP CALL Reported at Block of 1000 HECKART LN HBRG
CAD# 2025099503 TIME: 6/1/2025 10:01:28PM	TRAFFIC STOP Reported at Block of 100 N 4TH ST HBRG
CASE# CAD Only HBRG WARNING EQUIPMENT VIOL/	Operator warned for equipment violation.
CAD# 2025099750 TIME: 6/2/2025 9:54:53AM	WELFARE CHECK Reported at Block of 800 UMPQUA ST HBRG
CASE# CAD Only HBRG	Deputies conducted a welfare check.
CAD CALL COMPLETE	

Incident Information:	Description 1.
CAD# 2025100184 TIME: 6/2/2025 7:58:38PM CASE# CAD Only HBRG	911 HANG UP CALL Reported at Block of 900 TERRITORIAL ST HBRG
CAD# 2025100188 TIME: 6/2/2025 8:02:19PM CASE# CAD Only HBRG CAD CALL COMPLETE	JUVENILE COMPLAINT Reported at Block of 100 N 1ST ST HBRG Deputy responded to juvenile complaint.
CAD# 2025100205 TIME: 6/2/2025 8:32:15PM CASE# CAD Only HBRG CAD CALL COMPLETE	ATL POSS DUI Reported at Block of 100 S 2ND ST HBRG Information on a vehicle possible driving by an operator who appeared to stumble.
CAD# 2025100221 TIME: 6/2/2025 9:00:42PM CASE# CAD Only HBRG CAD CALL COMPLETE	DOG COMPLAINT Reported at Block of 900 PRICEBORO DR HBRG Deputy responded to dog complaint.
CAD# 2025100415 TIME: 6/3/2025 7:07:29AM CASE# CAD Only HBRG CAD CALL COMPLETE	CITY ORDINANCE VIOLATION Reported at Block of 900 S 2ND ST HBRG Deputy noticed a travel trailer that showed up and appeared to be setting up a living situation. The vehicle was posted and was removed by the next day.
CAD# 2025100544 TIME: 6/3/2025 11:01:11AM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS VEHICLE Reported at Block of 400 TERRITORIAL ST HBRG Deputies addressed parking issue

Incident Information:	Description 1.
CAD# 2025100653 TIME: 6/3/2025 1:33:10PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS CIRCUMSTANCE Reported at Block of 300 MOORE ST HBRG
CAD# 2025100823 TIME: 6/3/2025 5:26:17PM CASE# 2502029 HBRG REPORT TAKEN	Report Filed. INFO-OTHER DOCUMENTATION Reported At Block Of 1000 S 6TH ST Occurred between 1725 hours on 6/3/2025 and 1726 hours on 6/3/2025 . Reported: Deputy responded to a reported fraud.
CAD# 2025100830 TIME: 6/3/2025 5:36:13PM CASE# CAD Only HBRG CAD CALL COMPLETE	DISTURBANCE Reported at Block of 1000 S 6TH ST HBRG Deputies responded to a disturbance. No crimes were reported.
CAD# 2025100868 TIME: 6/3/2025 6:35:00PM CASE# CAD Only HBRG CAD CALL COMPLETE	DHS 307 REFERRAL Reported at Block of 200 SCHOOLING ST HBRG DHS fax reviewed, information logged.
CAD# 2025101126 TIME: 6/4/2025 6:56:54AM CASE# CAD Only HBRG WARNING MOVING VIOLATIC	TRAFFIC STOP Reported at Block of 100 S 3RD ST HBRG warning issued for moving violation.
CAD# 2025101169 TIME: 6/4/2025 8:56:39AM CASE# 2502030 HBRG REPORT TAKEN	Report Filed. UUV Reported At Block Of 200 S 3RD ST Occurred between 0856 hours on 6/4/2025 and 0856 hours on 6/4/2025 . Reported: 6/4/2025 Officer Statement: A utility trailer was stolen from Grocery Deals. There are no suspects or video footage as of yet.

Incident Information:	Description 1.
CAD# 2025101574 TIME: 6/4/2025 7:24:28PM CASE# CAD Only HBRG	911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG No Public Narrative.
CAD# 2025101624 TIME: 6/4/2025 8:40:06PM CASE# 2502037 HBRG REPORT TAKEN	Report Filed. WARRANT ARREST (LW ONLY) Reported At Block Of 300 S 3RD ST Occurred between 2039 hours on 6/4/2025 and 2040 hours on 6/4/2025 . Reported: Amber Kemry, 54 of Junction City was arrested on an outstanding warrant.
CAD# 2025101645 TIME: 6/4/2025 9:16:29PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS VEHICLE Reported at Block of 300 SOMMERVILLE AVE HBRG Deputy observed a suspicious vehicle and camp trailer at Eagle Park. Owner of the vehicle was educated regarding park rules and left.
CAD# 2025101694 TIME: 6/4/2025 10:37:47PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS CIRCUMSTANCE Reported at Block of 400 S 9TH ST HBRG Spoke to seniors in the process of a senior prank at the school. Appears to be pre authorized by school staff
CAD# 2025101736 TIME: 6/5/2025 12:12:34AM CASE# CAD Only HBRG CAD CALL COMPLETE	DHS 307 REFERRAL Reported at Block of 800 PRICEBORO DR HBRG DHS Fax cross-reported.
CAD# 2025102052 TIME: 6/5/2025 1:46:45PM CASE# CAD Only HBRG CAD CALL COMPLETE	ATL VEHICLE Reported at Block of 400 PEORIA RD/N 3RD ST HBRG Deputy assisted other agency by locating a vehicle in Harrisburg associated with a hit and run that occurred out of the area.

Incident Information:	Description 1.
CAD# 2025102156 TIME: 6/5/2025 4:13:51PM	TRAFFIC STOP Reported at Block of 600 TERRITORIAL ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Driver warned for equipment violation
CAD# 2025102160 TIME: 6/5/2025 4:19:50PM	SHOPLIFT Reported at Block of 300 N 3RD ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy investigated suspicious circumstance
CAD# 2025102241 TIME: 6/5/2025 6:20:53PM	SUSPICIOUS VEHICLE Reported at Block of 200 N 2ND ST/TERRITORIAL ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy checked on a suspicious vehicle. Nothing suspicious found.
CAD# 2025102349	SUSPICIOUS VEHICLE Reported at Block of 300 SOMMERVILLE AVE HBRG
TIME: 6/5/2025 9:08:54PM CASE# CAD Only HBRG CAD CALL COMPLETE	Park goers educated about park hours.
CAD# 2025102367 TIME: 6/5/2025 9:33:26PM	SUSPICIOUS VEHICLE Reported at Block of 300 SOMMERVILLE AVE HBRG
CASE# CAD Only HBRG	Deputy spoke with citizen regarding park hours.
CAD CALL COMPLETE)'[
CAD# 2025102420 TIME: 6/5/2025 10:59:17PM	EXTRA PATROL Reported at Block of 500 SMITH ST HBRG
CASE# CAD Only HBRG	Deputy patrolled the Harrisburg Skate Park on foot.
CAD CALL COMPLETE	

Incident Information:	Description 1.
CAD# 2025102459 TIME: 6/5/2025 11:54:51PM	SUSPICIOUS CIRCUMSTANCE Reported at Block of 800 ARROW LEAF PL HBRG
CASE# CAD Only HBRG	Deputy observed an open garage door. Homeowner closed door after being advised.
CAD CALL COMPLETE	
CAD# 2025102862 TIME: 6/6/2025 2:52:38PM	INFORMATION ONLY REPORT Reported at Block of 900 S 6TH ST HBRG
CASE# CAD Only HBRG	Deputies answered questions related to towing vehicles from private property.
CAD CALL COMPLETE	
CAD# 2025103026 TIME: 6/6/2025 5:40:06PM	DOMESTIC DISTURBANCE Reported at Block of 200 KESLING ST/S 3RD ST HBRG
CASE# CAD Only HBRG	Reported disturbance. Involved denied any altercation.
CAD CALL COMPLETE	
CAD# 2025103075 TIME: 6/6/2025 6:44:18PM	TRAFFIC STOP Reported at Block of 800 S 6TH ST HBRG
CASE# CAD Only HBRG	Randi Allen (23) of Harrisburg was issued a citation for failing to carry proof of insurance.
CITE NO INSURANCE	
CAD# 2025103351 TIME: 6/7/2025 1:40:31AM	EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG
CASE# CAD Only HBRG	Deputy patrolled Eagle Park.
CAD CALL COMPLETE	
CAD# 2025103811 TIME: 6/7/2025 5:48:07PM	ALARM LAW ONLY Reported at Block of 600 SMITH ST HBRG
TIME: 6/7/2025 5:48:07PM CASE# CAD Only HBRG	No Public Narrative.

Incident Information:	Description 1.
CAD# 2025104260 TIME: 6/8/2025 11:16:08AM CASE# CAD Only HBRG CAD CALL COMPLETE	TRESPASS Reported at Block of 900 S 6TH ST HBRG Deputy responds to a trespass call regarding a vehicle left on the property after it was sold. Subject was contacted and a civil compromise was worked out between both parties.
CAD# 2025104791 TIME: 6/9/2025 8:12:30AM CASE# CAD Only HBRG CAD CALL COMPLETE	DHS 307 REFERRAL Reported at Block of 800 SPURLOCK ST HBRG DHS cross report
CAD# 2025104812 TIME: 6/9/2025 9:01:47AM CASE# CAD Only HBRG	NON 911 ISSUE Reported at Block of 500 N 9TH ST HBRG Accidental dial
CAD# 2025104846 TIME: 6/9/2025 9:55:12AM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS VEHICLE Reported at Block of 700 DIAMOND HILL DR/N 8TH ST HBRG Deputy investigated suspicious circumstance of people looking at peoples yards from the road. They were contacted and identified as landscape workers.
CAD# 2025104872 TIME: 6/9/2025 10:24:29AM CASE# CAD Only HBRG CAD CALL COMPLETE	911 HANG UP CALL Reported at Block of 1000 APPLEGATE PL HBRG Deputy investigated 911 hangup call
CAD# 2025105096 TIME: 6/9/2025 3:41:39PM CASE# CAD Only HBRG	911 HANG UP CALL Reported at Block of 1000 S 6TH ST HBRG Unknown reason for dial.

Incident Information:	Description 1.
CAD# 2025105243 TIME: 6/9/2025 7:21:02PM CASE# CAD Only HBRG CAD CALL COMPLETE	ASSIST OTHER AGENCY Reported at Block of 400 TERRITORIAL ST HBRG Deputy saw and responded to a vehicle fire. Car was a total loss. Fire is believed to be started by a cigarette ember, by the owner smoking in his vehicle while on break.
CAD# 2025105266 TIME: 6/9/2025 8:04:42PM CASE# CAD Only HBRG CAD CALL COMPLETE	WELFARE CHECK Reported at Block of 800 SOMMERVILLE LOOP HBRG Deputy conducted a welfare check. All was fine.
CAD# 2025105288 TIME: 6/9/2025 8:31:47PM CASE# CAD Only HBRG	911 HANG UP CALL Reported at Block of 400 LASALLE ST HBRG Phone issue
CAD# 2025105365 TIME: 6/9/2025 10:34:34PM CASE# CAD Only HBRG CAD CALL COMPLETE	DHS 307 REFERRAL Reported at Block of 500 S 5TH ST HBRG Information regarding a juvenile and their living situation will be documented. No crimes are being committed.
CAD# 2025105813 TIME: 6/10/2025 1:57:35PM CASE# CAD Only HBRG CAD CALL COMPLETE	INFORMATION ONLY REPORT Reported at Block of 600 DEMPSEY ST HBRG Deputy spoke with citizen about her son's behavioral issues.
CAD# 2025105913 TIME: 6/10/2025 3:50:19PM CASE# 2502128 HBRG REPORT TAKEN	Report Filed. WARRANT ARREST (LW ONLY) Reported At Block Of 33000 DIAMOND HILL DR/BELTS DR Occurred between 1549 hours on 6/10/2025 and 1550 hours on 6/10/2025. Ashley Allegre, 37 of Harrisburg and Leonard Watson, 39 of Harrisburg were arrested on warrants for failure to appear out of the Harrisburg Municipal Court.

Incident Information:	Description 1.
CAD# 2025106064 TIME: 6/10/2025 7:39:59PM	DHS 307 REFERRAL Reported at Block of 800 SPURLOCK ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Information about a child`s behavior will be documented. This is not criminal.
CAD# 2025106076 TIME: 6/10/2025 8:02:15PM	FOLLOW UP Reported at Block of 800 S 9TH ST HBRG
CASE# CAD Only HBRG	Deputy conducted follow up.
CAD CALL COMPLETE	
CAD# 2025106464 TIME: 6/11/2025 10:54:10AM	ILLEGAL CAMPING Reported at Block of 300 N 3RD ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy responds to a trespass at the Dollar General. The subject is living out of his vehicle in the parking lot and Dollar General asked for the subject to move along. The vehicle was in the parking lot but the subject was not. A note was left to remove the vehicle.
CAD# 2025106513	WELFARE CHECK Reported at Block of 800 S 9TH ST HBRG
TIME: 6/11/2025 12:00:13PM CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy responds to check the welfare of a child. Nothing criminal was observed.
CAD# 2025106716	Report Filed. INFO-OTHER DOCUMENTATION Reported At Block Of 400 N 3RD ST Occurred between 1712 hours on 6/11/2025 and 1713 hours on 6/11/2025 . Reported:
TIME: 6/11/2025 5:13:49PM CASE# 2502149 HBRG	Information documented regarding a male making threats directed towards the FBI.
REPORT TAKEN	
CAD# 2025107020 TIME: 6/12/2025 4:34:01AM	TRAFFIC STOP Reported at Block of 100 S 3RD ST/SMITH ST HBRG
CASE# CAD Only HBRG	Driver warned for equipment violation.
WARNING EQUIPMENT VIOL/	

Incident Information:	Description	1.
CAD# 2025107632 TIME: 6/12/2025 9:49:58PM	WELFARE CHECK Reported at Block of 600 ERICA PL HBRG	·
CASE# CAD Only HBRG LC MENTAL HEALTH	Deputy conduced welfare check.	
CAD# 2025107679 TIME: 6/12/2025 11:35:58PM CASE# CAD Only	PROWLER Reported at Block of 200 S 4TH ST HBRG	
HBRG CAD CALL COMPLETE	Call cancelled by caller.	
CAD# 2025107914 TIME: 6/13/2025 10:42:36AM	ABANDON VEHICLE Reported at Block of 100 N 2ND ST HBRG	
CASE# CAD Only HBRG	Deputy responds to abandon tow, vehicle moved prior to Deputy arrival	
CAD CALL COMPLETE		
CAD# 2025108615 TIME: 6/14/2025 9:41:54AM	SUSPICIOUS VEHICLE Reported at Block of 600 N 8TH ST HBRG	
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy investigated suspicious vehicle	
CAD# 2025109061 TIME: 6/14/2025 9:07:21PM	SUSPICIOUS VEHICLE Reported at Block of 300 SOMMERVILLE AVE HBRG	
CASE# CAD Only HBRG	Deputy spoke with multiple people regarding park hours.	
CAD CALL COMPLETE		
CAD# 2025109079 TIME: 6/14/2025 9:48:50PM	JUVENILE COMPLAINT Reported at Block of 500 SMITH ST HBRG	
CASE# CAD Only HBRG	Deputy spoke with juveniles at the skate park. Non criminal.	
CAD CALL COMPLETE		

Incident Information:	Description 1.
CAD# 2025109227 TIME: 6/15/2025 4:30:46AM CASE# CAD Only HBRG	INFORMATION ONLY REPORT Reported at Block of 400 LASALLE ST HBRG Fire alarm.
CAD# 2025109425 TIME: 6/15/2025 2:12:30PM CASE# CAD Only HBRG CAD CALL COMPLETE	CRIMINAL MISCHIEF Reported at Block of 700 LASALLE ST HBRG Vehicle egged at the location. No apparent damage to the vehicle at this time.
CAD# 2025110400 TIME: 6/16/2025 10:24:19PM CASE# CAD Only HBRG CAD CALL COMPLETE	911 HANG UP CALL Reported at Block of 100 KESLING ST HBRG
CAD# 2025110506 TIME: 6/17/2025 4:28:31AM CASE# 2502217 HBRG REPORT TAKEN	REPORT PENDING. Original Call Type: FOUND PROPERTY Reported At Block Of 700 LASALLE ST Occurred between 0428 hours on 6/17/2025 and 0428 hours on 6/17/2025. Caller found a backpack full of miscellaneous items. Deputy is continuing attempts at finding the owner.
CAD# 2025110624 TIME: 6/17/2025 9:38:40AM CASE# CAD Only HBRG CAD CALL COMPLETE	FOLLOW UP Reported at Block of 100 S 2ND ST HBRG Deputy conducts follow-up on open investigation
CAD# 2025110919 TIME: 6/17/2025 4:16:46PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS VEHICLE Reported at Block of 100 N 1ST ST HBRG 58-year-old J. Wood of Harrisburg received a citation in violation of ordnance 9.55.030 No vehicles shall park on the boat landing or adjacent gravel bar.

Incident Information:	Description 1.
CAD# 2025110949 TIME: 6/17/2025 4:51:02PM	ASSIST OTHER AGENCY Reported at Block of 800 S 3RD ST HBRG
CASE# CAD Only HBRG	Deputies assist OSP with traffic control after two vehicle crash on hwy 99E
CAD CALL COMPLETE	
CAD# 2025111108 TIME: 6/17/2025 8:50:36PM	DOMESTIC DISTURBANCE Reported at Block of 800 N 7TH ST HBRG
CASE# CAD Only HBRG	Deputy responded to a domestic disturbance. No crimes reported.
CAD CALL COMPLETE	
CAD# 2025111234 TIME: 6/18/2025 12:29:56AM	DOMESTIC DISTURBANCE Reported at Block of 300 MOORE ST HBRG
CASE# CAD Only HBRG	Reported disturbance. Deputy responded and could not locate any disturbance or anyone involved.
CAD CALL COMPLETE	
CAD# 2025111452 TIME: 6/18/2025 10:47:33AM	911 HANG UP CALL Reported at Block of 300 SOMMERVILLE AVE HBRG
CASE# CAD Only HBRG	No Public Narrative.
CAD# 2025111469 TIME: 6/18/2025 11:08:28AM	SUSPICIOUS CIRCUMSTANCE Reported at Block of 800 S 9TH ST HBRG
CASE# CAD Only HBRG	Male knocking on a door. Deputy checked area but was unable to locate the male. It was learned the male is allowed at the location
CAD CALL COMPLETE	
CAD# 2025111599 TIME: 6/18/2025 1:59:46PM	SUSPICIOUS CIRCUMSTANCE Reported at Block of 300 TERRITORIAL ST/N 4TH ST HBRG
CASE# CAD Only HBRG	Deputy investigated a possible lawn mower theft
CAD CALL COMPLETE	

Incident Information:	Description 1.
CAD# 2025111640 TIME: 6/18/2025 2:35:50PM	TRAFFIC STOP Reported at Block of 200 MACY ST/S 3RD ST HBRG
CASE# CAD Only HBRG WARNING EQUIPMENT VIOL/	Driver warned for equipment violation
CAD# 2025111654 TIME: 6/18/2025 2:56:15PM	Report Filed. DWS MIS Reported At Block Of 700 DIAMOND HILL DR/N 7TH ST Occurred between 1455 hours on 6/18/2025 and 1456 hours on 6/18/2025 . Reported: 6/18/2025
CASE# 2502238 HBRG REPORT TAKEN	Jeffery Noakes, 62 of Eugene was issued a criminal citation in lieu of custody for driving while suspended at the misdemeanor level.
CAD# 2025111877 TIME: 6/18/2025 8:04:54PM	TRAFFIC STOP Reported at Block of 800 TERRITORIAL ST HBRG
CASE# CAD Only HBRG WARNING MOVING VIOLATIC	Operator warned for moving violation.
CAD# 2025112051 TIME: 6/19/2025 2:45:39AM	ALARM LAW ONLY Reported at Block of 300 N 3RD ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	The alarm at Dollar General was activated for an unknown reason. The building was secure with no people or vehicles around.
CAD# 2025112155 TIME: 6/19/2025 9:36:38AM	ALARM LAW ONLY Reported at Block of 800 CRIMSON PL HBRG
TIME: 6/19/2025 9:36:38AM CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy responded to alarm
CAD# 2025112220 TIME: 6/19/2025 10:58:22AM	TRAFFIC STOP Reported at Block of 500 TERRITORIAL ST/N 6TH ST HBRG
CASE# CAD Only HBRG CITE EQUIPMENT VIOLATION	Joshua Roth, 29 of Halsey was issued a citation for failure to renew vehicle registration.

Incident Information:	Description 1.
CAD# 2025112240 TIME: 6/19/2025 11:18:05AM	TRAFFIC STOP Reported at Block of 100 N 4TH ST/TERRITORIAL ST HBRG
CASE# CAD Only HBRG WARNING EQUIPMENT VIOL/	Driver warned for equipment violation
CAD# 2025112276 TIME: 6/19/2025 12:09:46PM	SUSPICIOUS CIRCUMSTANCE Reported at Block of 100 N 1ST ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy investigated anonymous report of drug use
CAD# 2025112283 TIME: 6/19/2025 12:22:06PM	SUSPICIOUS VEHICLE Reported at Block of 200 MACY ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy investigated suspicious vehicle
CAD# 2025112322 TIME: 6/19/2025 1:27:49PM	TRAFFIC STOP Reported at Block of 800 LASALLE ST/S 9TH ST HBRG
CASE# CAD Only HBRG WARNING EQUIPMENT VIOL	Driver warned for equipment violation
CAD# 2025112404 TIME: 6/19/2025 3:45:56PM	TRAFFIC STOP Reported at Block of 800 TERRITORIAL ST/N 9TH ST HBRG
CASE# CAD Only HBRG WARNING EQUIPMENT VIOL/	Driver warned for equipment violation
CAD# 2025112412 TIME: 6/19/2025 3:57:43PM	TRAFFIC STOP Reported at Block of 600 TERRITORIAL ST HBRG
CASE# CAD Only HBRG CITE NO INSURANCE	Olivia Bushor, 29 of Harrisburg was issued a citation for driving while suspended and driving without proof of insurance.

Incident Information:	Description 1.
CAD# 2025112430 TIME: 6/19/2025 4:16:13PM	TRAFFIC STOP Reported at Block of 400 N 7TH ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy contacted citizen
CAD# 2025112491 TIME: 6/19/2025 5:52:46PM	HARASSMENT Reported at Block of 800 SOMMERVILLE LOOP HBRG
CASE# CAD Only HBRG HARRISBURG	Deputy investigated a call of a teenage girl being harassed by another teenage girl. No criminal charges were filed.
CAD# 2025112597 TIME: 6/19/2025 9:08:08PM	SUSPICIOUS VEHICLE Reported at Block of 300 SOMMERVILLE AVE HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy contacted citizen in Eagle Park minutes after closing. Citizen was looking for stray kittens.
CAD# 2025112606	SUSPICIOUS VEHICLE Reported at Block of 400 S 9TH ST HBRG
TIME: 6/19/2025 9:22:11PM CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy checked on a suspicious vehicle. After investigation, nothing suspicious was found.
CAD# 2025112640	PROWLER Reported at Block of 200 KESLING ST HBRG
TIME: 6/19/2025 10:33:06PM CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy responded to a report of a prowler. Area was checked and no one was located.
CAD# 2025112664	SUSPICIOUS PERSON Reported at Block of 100 S 2ND ST HBRG
TIME: 6/19/2025 11:25:00PM CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy located someone matching the description of a suspicious person. Nothing suspicious found.

Incident Information:	Description	1.
CAD# 2025112674 TIME: 6/19/2025 11:41:47PM CASE# 2502259 HBRG REPORT TAKEN	REPORT PENDING. Original Call Type: RUNAWAY Reported At Block Of 700 ERICA WAY Occurred between 2341 hours on 6/19/2025 and 2341 hours on 6/19/2025 . Reported: Juvenile ran away from home. He was located and safely returned.	
CAD# 2025112702 TIME: 6/20/2025 12:44:52AM CASE# CAD Only HBRG CAD CALL COMPLETE	DISTURBANCE Reported at Block of 300 MOORE ST HBRG Deputy responded to a disturbance. Only half of the parties were willing to talk. Parties were separated for the night.	
CAD# 2025112756 TIME: 6/20/2025 4:25:09AM CASE# CAD Only HBRG CAD CALL COMPLETE	PROWLER Reported at Block of 600 TERRITORIAL ST/N 7TH ST HBRG Deputy responded to a prowler. The person was waiting on the sidewalk for a ride.	
CAD# 2025113313 TIME: 6/20/2025 11:23:44PM CASE# CAD Only HBRG CAD CALL COMPLETE	ATL POSS DUI Reported at Block of 100 SMITH ST HBRG Reported traffic complaint from out of county coming into county. LE located vehicle near bar and it was unoccupied. No additional calls on this.	
CAD# 2025113445 TIME: 6/21/2025 9:03:25AM CASE# CAD Only HBRG CAD CALL COMPLETE	ALARM LAW ONLY Reported at Block of 400 S 9TH ST HBRG	
CAD# 2025113446 TIME: 6/21/2025 9:05:06AM CASE# CAD Only HBRG MENTAL HEALTH	WELFARE CHECK Reported at Block of 200 N 3RD ST HBRG Caller requests welfare check, Deputy contact the person and the person did not need any assistance.	

Incident Information:	Description
CAD# 2025113739 TIME: 6/21/2025 6:59:14PM CASE# CAD Only HBRG CITE NO INSURANCE	TRAFFIC STOP Reported at Block of 500 LASALLE ST/S 6TH ST HBRG
CAD# 2025113764 TIME: 6/21/2025 8:14:32PM CASE# CAD Only HBRG CAD CALL COMPLETE	INFORMATION ONLY REPORT Reported at Block of 100 S 2ND ST HBRG 100 motorcycles associated with a club reported to be at a party at the Voo. Multiple deputies responded and asked for the members to disburse, which they did, willingly, for the most part.
CAD# 2025113765 TIME: 6/21/2025 8:17:14PM CASE# CAD Only HBRG CAD CALL COMPLETE	CIVIL DISPUTE REPORT Reported at Block of 100 KESLING ST HBRG Deputies responded to a civil dispute report.
CAD# 2025114475 TIME: 6/23/2025 12:20:57AM CASE# 2502305 HBRG REPORT TAKEN	REPORT PENDING. Original Call Type: DOMESTIC DISTURBANCE Reported At Block Of 100 KESLING ST Occurred between 0020 hours on 6/23/2025 and 0020 hours on 6/23/2025 Deputies responded to a domestic disturbance. Investigation on-going.
CAD# 2025114741 TIME: 6/23/2025 11:50:12AM CASE# CAD Only HBRG	POCKET DIAL LCSO AND CRCC Reported at Block of 300 SCHOOLING ST HBRG No Public Narrative.
CAD# 2025115000 TIME: 6/23/2025 5:54:08PM CASE# CAD Only HBRG CITE MOVING VIOLATION	TRAFFIC STOP Reported at Block of 100 TERRITORIAL ST/N 2ND ST HBRG Robert Sapp of Harrisburg was citing for failing to yield to a pedestrian.

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Incident Information:	Description 1.
CAD# 2025115037 TIME: 6/23/2025 7:16:34PM CASE# CAD Only HBRG CAD CALL COMPLETE	HARASSMENT Reported at Block of 300 N 2ND ST HBRG Verbal disturbance at a Harrisburg park. Parties separated and asked to leave each other alone. Non criminal.
CAD# 2025115916 TIME: 6/25/2025 2:44:54AM CASE# CAD Only HBRG CAD CALL COMPLETE	ALARM LAW ONLY Reported at Block of 400 S 9TH ST HBRG Alarm at a local school. Area was checked and everything was found to be secure.
CAD# 2025115917 TIME: 6/25/2025 2:45:47AM CASE# CAD Only HBRG CAD CALL COMPLETE	WELFARE CHECK Reported at Block of 600 LASALLE ST HBRG Welfare check requested by a family member. Deputy contacted the individual and they advised they were fine.
CAD# 2025116093 TIME: 6/25/2025 10:44:15AM CASE# CAD Only HBRG CALL TRANSFERRED TO OTH	TRANSFER 911 INFO - LAW CALL Reported at Block of 800 N 8TH ST HBRG Caller wanted to report a medical incident that happened in Veneta. Caller was transferred.
CAD# 2025116105 TIME: 6/25/2025 11:04:05AM CASE# CAD Only HBRG WARNING EQUIPMENT VIOL/	TRAFFIC STOP Reported at Block of 700 S 3RD ST HBRG Driver warned for equipment violation.
CAD# 2025116203 TIME: 6/25/2025 12:52:23PM CASE# CAD Only HBRG CITE NO INSURANCE	TRAFFIC STOP Reported at Block of 200 KESLING ST/S 3RD ST HBRG Derrick Wilson (31) of Cheshire was issued a citation for driving uninsured.

Incident Information:	Description 1.
CAD# 2025116272 TIME: 6/25/2025 2:10:12PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS PERSON Reported at Block of 300 S 3RD ST HBRG Caller reported a vehicle parked in one spot for several days. Vehicle owner was contacted and will move the vehicle.
CAD# 2025116455 TIME: 6/25/2025 6:17:28PM CASE# CAD Only HBRG	911 HANG UP CALL Reported at Block of 300 SCHOOLING ST HBRG Accidental dial
CAD# 2025116725 TIME: 6/26/2025 6:50:34AM CASE# CAD Only HBRG CITE EQUIPMENT VIOLATION	TRAFFIC STOP Reported at Block of 1100 S 6TH ST/PRICEBORO DR HBRG Gabriel Hawk (46) of junction City was issued a citation for failure to renew vehicle registration.
CAD# 2025116728 TIME: 6/26/2025 7:03:45AM CASE# CAD Only HBRG CITE EQUIPMENT VIOLATION	TRAFFIC STOP Reported at Block of 1100 S 6TH ST/PRICEBORO DR HBRG Colton Rousch (23) of junction City was issued a citation for failure to register vehicle.
CAD# 2025117294 TIME: 6/26/2025 10:12:15PM CASE# CAD Only HBRG CAD CALL COMPLETE	NOISE DISTURBANCE Reported at Block of 800 SMITH ST HBRG Deputies responded to a noise complaint.
CAD# 2025117567 TIME: 6/27/2025 9:49:23AM CASE# CAD Only HBRG CITE EQUIPMENT VIOLATION	TRAFFIC STOP Reported at Block of 200 FOUNTAIN ST/S 3RD ST HBRG Kala Clarence, 32 of Junction City was issued a citation for Fail to Renew Vehicle Registration.

Incident Information:	Description
CAD# 2025117795 TIME: 6/27/2025 3:44:43PM CASE# 2502379 HBRG REPORT TAKEN	REPORT PENDING. Original Call Type: THEFT Reported At Block Of 800 EAGLES WAY Occurred between 1544 hours on 6/27/2025 and 1544 hours on 6/27/2025 . Reported: Deputy responded to a report of a theft by a juvenile. Juvenile stole money from another juvenile
CAD# 2025117821 TIME: 6/27/2025 4:30:20PM CASE# CAD Only HBRG CAD CALL COMPLETE	WELFARE CHECK Reported at Block of 400 S 9TH ST HBRG Deputy conducted a welfare check on a juvenile who was outside playing. Juvenile was fine and there was no crimes.
CAD# 2025117825 TIME: 6/27/2025 4:38:35PM CASE# 2502381 HBRG REPORT TAKEN	REPORT PENDING. Original Call Type: SEX OFFENSE Reported At Block Of 800 S 8TH PL Occurred between 1638 hours on 6/27/2025 and 1638 hours on 6/27/2025. Reported: Call involving juveniles. Investigation ongoing.
CAD# 2025117841 TIME: 6/27/2025 4:58:12PM CASE# CAD Only HBRG CAD CALL COMPLETE	CIVIL DISPUTE REPORT Reported at Block of 1000 WHITLEDGE PL HBRG Deputies receive information on a civil dispute.
CAD# 2025118060 TIME: 6/27/2025 11:29:21PM CASE# CAD Only HBRG CAD CALL COMPLETE	PARK PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG Deputy patrolled park
CAD# 2025118114 TIME: 6/28/2025 2:06:27AM CASE# CAD Only HBRG CAD CALL COMPLETE	BUSINESS CHECK Reported at Block of 300 TERRITORIAL ST HBRG Deputy conducted foot patrol at business

Incident Information:	Description 1.
CAD# 2025118117 TIME: 6/28/2025 2:30:30AM	BUSINESS CHECK Reported at Block of 300 SMITH ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy conducted extra patrol
CAD# 2025118128 TIME: 6/28/2025 3:16:18AM	EXTRA PATROL Reported at Block of 200 N 3RD ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy conducted foot patrol in local business district
CAD# 2025118203 TIME: 6/28/2025 8:56:37AM	TRAFFIC STOP Reported at Block of 600 S 3RD ST/LASALLE ST HBRG
CASE# CAD Only HBRG	Operator warned for moving violation.
WARNING MOVING VIOLATIC	
CAD# 2025118224 TIME: 6/28/2025 9:41:42AM	TRAFFIC STOP Reported at Block of 100 N 4TH ST/TERRITORIAL ST HBRG
CASE# CAD Only HBRG	Operator warned for moving violation.
WARNING MOVING VIOLATIC	
CAD# 2025118238 TIME: 6/28/2025 10:06:11AM	TRAFFIC STOP Reported at Block of 200 SCHOOLING ST/S 3RD ST HBRG
CASE# CAD Only HBRG	Operator warned for equipment violation.
WARNING EQUIPMENT VIOL	
CAD# 2025118298 TIME: 6/28/2025 11:34:42AM	FOLLOW UP Reported at Block of 300 S 6TH ST HBRG
CASE# CAD Only HBRG	Deputy conducted follow up.
CAD CALL COMPLETE	

Incident Information:	Description 1.
CAD# 2025118360 TIME: 6/28/2025 1:11:09PM	PARK PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG
CASE# CAD Only HBRG	Deputy patrolled Eagle Park.
CAD CALL COMPLETE	
CAD# 2025118372 TIME: 6/28/2025 1:31:49PM	CRIMINAL MISCHIEF Reported at Block of 300 SOMMERVILLE AVE HBRG
CASE# CAD Only HBRG	Deputy observed someone drive through muddy ruts at Eagle Park. Person was warned advised on why this is a bad idea.
CAD CALL COMPLETE	
CAD# 2025118505 TIME: 6/28/2025 5:21:55PM	PARK PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG
CASE# CAD Only HBRG	Deputy checked Eagle Park and adjacent private property due to a large amount of vehicles in the area.
CAD CALL COMPLETE	
CAD# 2025118592 TIME: 6/28/2025 7:28:20PM	ATL POSS DUI Reported at Block of 800 S 3RD ST HBRG
CASE# CAD Only HBRG	Deputy responded to report of intoxicated driver.
CAD CALL COMPLETE	
CAD# 2025118598 TIME: 6/28/2025 7:41:34PM	REPORT PENDING. Original Call Type: DUII Reported At Block Of 700 DIAMOND HILL DR Occurred between 1941 hours on 6/28/2025 and 1941 hours on 6/28/2025 . Reported:
CASE# 2502397 HBRG	Jack Lund, 55 of Harrisburg was arrested for DUII and violation of a restraining order.
REPORT TAKEN	
CAD# 2025118626	SUSPICIOUS CIRCUMSTANCE Reported at Block of 700 DIAMOND HILL DR HBRG
TIME: 6/28/2025 8:34:02PM CASE# CAD Only HBRG	Suspicious circumstance. Cut lock on power box. Pacific Corp advised.
CAD CALL COMPLETE	

Incident Information:	Description
CAD# 2025118936 TIME: 6/29/2025 10:48:33AM	ASSIST OTHER AGENCY Reported at Block of 300 N 6TH ST/TERRITORIAL ST HBRG
CASE# CAD Only HBRG	Deputy assisted Coburg PD with a traffic stop.
CAD CALL COMPLETE	
CAD# 2025119119 TIME: 6/29/2025 4:37:56PM	PARK PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG
CASE# CAD Only HBRG	Deputy patrolled Eagle Park on foot.
CAD CALL COMPLETE	
CAD# 2025119237 TIME: 6/29/2025 7:50:52PM	REPORT PENDING. Original Call Type: THEFT Reported At Block Of 100 SMITH ST Occurred between 1950 hours on 6/29/2025 and 1950 hours on 6/29/2025 . Reported:
CASE# 2502407 HBRG REPORT TAKEN	Ava Skovbo, 18 of Harrisburg was issued a citation in lieu of arrest for a DUII warrant out of Douglas County.
CAD# 2025119323	TRAFFIC STOP Reported at Block of 400 TERRITORIAL ST HBRG
TIME: 6/29/2025 10:00:35PM CASE# CAD Only HBRG	Driver warned for equipment violation
WARNING EQUIPMENT VIOL/	
CAD# 2025119357 TIME: 6/29/2025 11:11:24PM	ALARM LAW ONLY Reported at Block of 400 S 9TH ST HBRG
CASE# CAD Only HBRG	False alarm.
CAD CALL COMPLETE	
CAD# 2025119502 TIME: 6/30/2025 8:10:16AM	POCKET DIAL LCSO AND CRCC Reported at Block of 700 N 8TH ST HBRG
CASE# CAD Only HBRG	No Public Narrative.

Incident Information:	Description 1.
CAD# 2025119599 TIME: 6/30/2025 10:31:19AM CASE# CAD Only HBRG	TRAFFIC STOP Reported at Block of 700 S 3RD ST/S 2ND ST HBRG Driver warned for equipment violation .
WARNING EQUIPMENT VIOL	
CAD# 2025119601 TIME: 6/30/2025 10:33:43AM CASE# CAD Only	WELFARE CHECK Reported at Block of 500 TERRITORIAL ST/N 6TH ST HBRG
HBRG CAD CALL COMPLETE	Deputy checked welfare of a male yelling in the street. Male was not doing anything illegal and advised he needed no assistance.
CAD# 2025119773 TIME: 6/30/2025 2:14:32PM	TRAFFIC STOP Reported at Block of 700 S 3RD ST/S 2ND ST HBRG
CASE# CAD Only HBRG WARNING EQUIPMENT VIOL/	Driver warned for equipment violation.
CAD# 2025119814 TIME: 6/30/2025 3:04:07PM CASE# 2502414 HBRG REPORT TAKEN	Steven Crosman (43) of Sweet Home was arrested on a warrant. He was lodged at the Linn County Jail.
CAD# 2025119915 TIME: 6/30/2025 5:23:05PM	INFORMATION ONLY REPORT Reported at Block of 400 SMITH ST HBRG
CASE# CAD Only HBRG CAD CALL COMPLETE	Deputy provided a courtesy ride to a juvenile back to his home
CAD# 2025120074 TIME: 6/30/2025 10:35:17PM CASE# 2502424 HBRG MENTAL HEALTH	REPORT PENDING. Original Call Type: MENTAL HEALTH Reported At Block Of 500 SMITH ST Occurred between 2235 hours on 6/30/2025 and 2235 hours on 6/30/2025 . Reported: Deputy responds to mental health call involving juvenile

1.

Agenda Bill Harrisburg City Council Harrisburg, Oregon

THE MATTER OF REVIEWING THE 2025 $2^{\rm ND}$ QUARTER CRIME RESULTS FOR THE CITY OF HARRISBURG

STAFF REPORT:

Exhibit A: Harrisburg Crime Comparison 2nd Qtr.

Exhibit B: LCSO Contract Cities Report for 2nd Qtr.

ACTION: NO ACTION. INFORMATION ONLY

THIS AGENDA BILL IS DESTINED FOR: Council Agenda – July 22, 2025

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

STAFF RECOMMENDATION:

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

BACKGROUND INFORMATION:

The Crime Comparison by Quarter Report (**Exhibit A**) has been updated by the addition of the 2nd Quarter of 2025. *Person Crimes* are down by 1. *Person Crimes* are more serious crimes, which in the 2nd quarter, are 3 people. Two were assaults, which one was between juveniles, and a possible sex offense which is under investigation.

Property crimes have been halved compared to the 1st quarter, with a total of 8. These included a burglary with tools, and cameras missing, two thefts of pop cans in different places in town, a trailer stolen, identity theft, a stolen firearm, and a DUII warrant for arrest with theft.

Drug/Alcohol Crimes are none in the last quarter. *Traffic Offenses* are at 4, which is typically the average. This included two DUII's, with one including a violation of a restraining order. There were two hit and runs last month, but this month, only one, at the gazebo. The offender left minimal information.

All other offenses is 13; similar to the last quarter. Three were fugitive/outstanding warrants for arrest, of which two were cited. There were juveniles out after curfew, and three juveniles who were drinking at the grade school area and who also lied to officers. There was a trespass, another dog nuisance citation, and garbage dumped in Eagle Park.

2.

In arrests, there was only 1, nothing in property or drugs/alcohol. There were 10 *all other arrests.* Most of *these other arrests* are based on outstanding warrants, and are the same as above in all other offenses.

Citations dropped slightly from 52 to 46 over the last quarter. *Total violations* were decreased by 13. There was 1 *non-injury crash. Moving violations* decreased, as did *equipment violations.* People *speeding* reduced by 1, *and License/insurance problems* affected 28.

In the YTD Crimes compared to last year (**Exhibit B**, Page 4), Council can see that we still had less crime group entries than last year, with 105 to 121. Property crimes are roughly the same, but person crimes are down.

Finally, looking at the Contract Cities Crime Report (**Exhibit B**, Page 5) at the end of the report, Harrisburg is still ahead of all other cities in terms of the current year to date, compared to last year. Our numbers, 73 this year, are almost exceeding those of last year at 78. With another six months to go, that doesn't appear to be good. But as Sergeant Frambes has reminded people in the past, also remember that one person may have six crimes, but each of those are in different categories, which throws off the numbers.

REVIEW AND APPROVAL:

mahale Eldrich

07.16.25 Michele Eldridge City Administrator Date

Harrisburg Crime Comparison by Quarter – 2nd Qtr. 2025

Table 1: Crime Comparison Report

Quarter	Person	Property Crimes Drug/Alcohol		Traffic	'All Other	
	Crimes		Crimes	Offenses	Offenses'	
			2025			
1 st Qtr.	4	16	1	9	11	
2 nd Qtr.	3	8	0	4	13	
			2024			
1 st Qtr.	4	10	2	6	18	
2 nd Qtr.	9	6	0	2	7	
3 rd Qtr.	4	13	0	4	9	
4 th Qtr.	3	7	0	5	12	
2023						
4 th Qtr.	1	12	0	4	18	
3 rd Qtr.	2	14	2	14	18	
2 nd Qtr.	10	11	0	1	9	

Table 2: Arrests by Crime Group

Quarter	Person	Property	Drug/Alcohol	Traffic	All Other			
	2025							
1 st Qtr.	5	2	1	5	11			
2 nd Qtr.	1	0	0	3	10			
			2024					
1 st Qtr.	0	2	1	5	10			
2 nd Qtr.	4	1	0	2	4			
3 rd Qtr.	0	3	0	5	8			
4 th Qtr.	2	0	0	4	13			
	2023							
4 th Qtr.	2	0	0	3	14			
3 rd Qtr.	2	2	3	14	14			
2 nd Qtr.	0	2	0	1	10			

Table 3: Citation Count by Traffic Group

Quarter	Total	Total	Non-	Injury	Moving	Speeding	License/	Equip
	Citations	Violations	Injury	Crashes	violations		Ins	Violation
			Crashes					
				2025				
1 st Qtr.	52	73	3	0	16	3	28	28
2 nd Qtr.	46	60	1	0	6	2	28	22
				2024				
1 st Qtr.	38	58	3	1	5	3	25	16
2 nd Qtr.	32	46	1	0	2	2	21	17
3 rd Qtr.	38	47	2	0	19	4	16	19
4 th Qtr.	46	56	3	0	21	3	28	20
2023								
4 th Qtr.	63	96	3	0	12	1	50	32
3 rd Qtr.	52	85	3	1	16	2	33	26



LYON	MILB		MILC	SCIO
RUG/ALCOHOL	TRAFFIC OFFENSES	ALL OTHER OFF	TOTAL CAD EVENTS	
Blank)	4	13	2	





LYON	MILB		MILC	SCIO
RUG/ALCOHOL	TRAFFIC OFFENSES	ALL OTHER OFF		
Blank)	3	10		


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LYON		MILB	MILC	SCIO
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Crime Group	חדע	חדעו	VTD2	YTD3			VDC	5YRAVG	5VPDC	First IBR Group, First ibr	rcode, First street, First Incide	nt # and Last systab2.Case Statu	ıs by
			TIDZ		1104	TIDS	TFC	JINAVO	STRFC	Vear 2017 2018	2019 - 2020 2021 2022 -	2023 • 2024 • 2025	
+ TRAFFIC OFFENSES	13	10	5	10	6	5	30.0%	7.20	80.56%		1		1
+ PROPERTY CRIMES	<mark>2</mark> 4	25	38	35	53	52	-4.0%	40.60	-40.89%		eoria-R		1
+ PERSON CRIMES	7	12	16	12	7	20	-41.7%	13.40	-47.76%		Rd		1
DRUG/ALCOHOL OFFENSES	1	2	6		4	3	-50.0%	3.00	-66.67%				1
+ ALL OTHER OFFENSES	28	<mark>2</mark> 9	31	39	19	32	-3.4%	30.00	-6.67%				Y
+	32	43	47	30	33	31	-25.6%	36.80	-13.04%	Willamette River			1
+				1	1	1		0.60	-100.00%				
Total	105	121	143	127	123	144	-13.2%	131.60	-20.21%				Diamo
										$\langle \langle \cdot \rangle$			
(TD by Crime Group													
													32
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												(
Crime Group	YTD	LYTD	YTD2	YTD3	YTD4	YTD5	YPC	5YRAVG	5YRPC		code, First street, First Incid		lase Status by
+ TRAFFIC OFFENSES	13	10	5	10	6	5	30.0%	7.20	80.56%	Year 2 017 2 018 2	019 - 2020 2021 2022	2023 2024 2025	// 1
PROPERTY CRIMES	24	25	38	35	53	52	-4.0%	40.60	-40.89%		Peoria		
+ PERSON CRIMES	7	12	16	12	7	20	-41.7%	13.40	-47.76%		aRd	~	1
DRUG/ALCOHOL OFFENSES	1	2	6		4	3	-50.0%	3.00	-66.67%				
ALL OTHER OFFENSES	28	<mark>2</mark> 9	31	39	19	32	-3.4%	30.00	-6.67%				N.
+	32	43	47	30	33	31	-25.6%	36.80	-13.04%	Willamette River			N
+				1	1	1		0.60	-100.00%				
Total	105	121	143	127	123	144	-13.2%	131.60	-20.21%		C-N N		Diamo
YTD by Crime Group													
20										Highway 99 E	99E		
0	ALL OTH		PROPE	RTY CRIM	es tra	AFFIC OF	FENSES	PERSON CR	IMES DRUG/ALCOHOL	Microsoft Bing	2	© 2025 TomTom, © 2025	5 Microsoft Corpor:





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BRWN HALS	HBRG	MILB MILC	SCIO

Year		2017			2018			2019			2020			2021		
Crime Group	LYTD	Count of I	YPC	LYTD	Count of lw	YPC	LYTD	Count of I	YPC	LYTD	Count of	YPC	LYTD	Count of lwchrgid	YPC	LYTD
H ALL OTHER OFFENSES		127		127	260	104.7%	260	237	-8.8%	237	188	-20.7%	188	215	14.4%	215
DRUG/ALCOHOL OFFENSES		15		15	29	93.3%	29	24	-17.2%	24	22	-8.3%	22	14	-36.4%	14
H PERSON CRIMES		33		33	94	184.8%	94	86	-8.5%	86	94	9.3%	94	69	-26.6%	69
PROPERTY CRIMES		191		191	329	72.3%	329	302	-8.2%	302	301	-0.3%	301	360	19.6%	360
ALL OTHER THEFT/LARCENY		31		31	65	109.7%	65	74	13.8%	74	67	-9.5%	67	65	-3.0%	65
+ ARSON		4		4	2	-50.0%	2	3	50.0%	3	3	0.0%	3	2	-33.3%	2
BICYCLE THEFT		4		4	3	-25.0%	3	4	33.3%	4	1	-75.0%	1	1	0.0%	1
🕂 BURGLARY - OTHER		18		18	20	11.1%	20	27	35.0%	27	19	-29.6%	19	19	0.0%	19
BURGLARY - RESIDENCE		6		6	19	216.7%	19	20	5.3%	20	14	-30.0%	14	10	-28.6%	10
+ FORGERY		2		2	12	500.0%	12	4	-66.7%	4	7	75.0%	7	2	-71.4%	2
+ IDENTITY THEFT		5		5	12	140.0%	12	10	-16.7%	10	12	20.0%	12	15	25.0%	15
OTHER FRAUD		10		10	13	30.0%	13	8	-38.5%	8	10	25.0%	10	18	80.0%	18
RECOVERED VEHICLE/PROPERTY											1		1	2	100.0%	2
Total		410		410	766	86.8%	766	713	-6.9%	713	644	-9.7%	644	713	10.7%	713

LYTD and YTD by Beat



District

NCO	SCO	SO

lwmainid

BRWN

SCIO

HALS







Agenda Bill Harrisburg City Council Harrisburg, Oregon

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

STAFF REPORT:

Exhibit A: Coburg 2025 2nd Quarter Stats Report

ACTION: DISCUSSION ONLY

THIS AGENDA BILL IS DESTINED FOR: Council Agenda July 22, 2025

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

STAFF RECOMMENDATION:

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

BACKGROUND INFORMATION:

Coburg Police Chief Larry Larson provided the City with quarterly statistics for traffic enforcement and code enforcement services provided in Harrisburg (Exhibit A). If the reports are provided in time for the agenda process, they will be attached as exhibits. If they are provided after that point, but prior to the meeting, then Staff will forward them via email to Council members and will print them in time for the meeting. (Reports not appearing in the Council Agendas will be provided in the minutes.)

This process gives Council the chance to review responses and actions in relation to both criminal and non-criminal activities by the Coburg Police Department on a quarterly basis. If a representative is not available, questions can be conveyed by staff.

07/15/2025

Date

REVIEW AND APPROVAL:

Lori Ross

Lori Ross City Recorder

Second quarter April, May, June 2025:

102 Traffic stops

34 Citations written

25 Written warning

43 Verbal warning

April	12 Citations	6 written warnings	29 Traffic stops
May	15 Citations	4 written warnings	30 Traffic stops
June	7 Citations	15 written warnings	43 Traffic stops

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

Warrant arrest Harrisburg Muni Court

SOME OF THE VIOLATIONS WRITTEN CITATIONS

25 Speeding

9 Fail to obey a traffic control device

1 Driving with expired registration violation

3 Driving while suspended

3 driving uninsured

SOME OF THE SPEEDS WE ARE WRITING CITATIONS FOR

30 MPH Speed Zone

50

35 MPH Speed Zone

49

51

53

54

SOME OF THE TRAFFIC STOP LOCATIONS

3rd Street

Coburg Road and Tosta Road

2nd and Moore

Coburg Road and Tosta Road

7th and Territorial

Dari Mart

7th and Diamond Hill

Diamond Hill

6th and LaSalle

3rd and Territorial

7th and Quincy

Coburg Road and Tosta Road

354 Smith

6th and LaSalle

Grocery Deals

Coburg Road and Priceboro

30592 Diamond Hill

Territorial

Coburg Tosta

6th and Priceboro Road

6th and LaSalle

4th and Moore

Coburg Road and Priceboro

Agenda Bill Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF AUTHORIZING AN INTERIM FINANCING CONTRACT FOR A SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT FOR \$3.5 MILLION, BY APPROVING RESOLUTION NO 1307 "A RESOLUTION OF THE CITY OF HARRISBURG, OREGON AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO AN INTERIM FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY."

STAFF REPORT:

Exhibit A: Notice of Award, & Award Summary

- Exhibit B: Interim Financing Contract
- Exhibit C: Legal Opinion
- Exhibit D: Proposed Disbursement Schedule
- Exhibit E: Resolution No. 1307

ACTION: MOTION TO APPROVE RESOLUTION NO. 1307, "A RESOLUTION OF THE CITY OF HARRISBURG, OREGON AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO AN INTERIM FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY."

THIS AGENDA BILL IS DESTINED FOR: Agenda - July 22, 2025

BUDGET IMPACT							
COST	BUDGETED?	SOURCE OF FUNDS					
\$3,529,050	Yes	Water Fund Water Reserve Fund					

STAFF RECOMMENDATION:

Staff recommends Council authorize the SPWF Loan of \$3,500,000 to cover the Water Bond Project Funding Gap by approving Resolution No. 1307

BACKGROUND INFORMATION:

The Water Bond Project has seemingly become Harrisburg's own never-ending story; therefore, we are grateful to come to this particular step, now that we have determined the best methodology to move forward and make sure that the water bond project comes to a completion point. As Council likely remembers, it was determined through our elected representative, and senators, as well as the Governors Regional Solutions Team (RST) members, and by participating at the Infrastructure Summit, that the Special Public Works Fund was the only viable option for the City of Harrisburg in which to obtain the money needed to cover the funding gap. We hope that this will truly be the last phase of the water bond project, bringing it to completion over a very long time.

The City Council will find the Summary of Award in **Exhibit A**. This is the document sent to the City to inform us that all the hard work over the last several months, and through a stressful presentation, was worth it. The bond fee in this case is the \$29,050. This fee is already planned for in the current fiscal year budget and was expected. **Exhibit B** is the Special Public Works Fund Development Project Interim Financing Contract. This is a form that has been reviewed by our Finance Director for the financial aspects of the contract. Our City Attorney, as well myself, have reviewed the contract in terms of legalities. This final version meets with our expectations, and remains largely original. **Exhibit C** is the City Attorney Legal Opinion, which was required as part of this process, and confirms that the City is meeting the requirements set forth by the Infrastructure Finance Authority (IFA).

Exhibit D represents the proposed disbursement Schedule, as compiled by the Public Works Director. This is carefully based upon the entire project schedule, what has already been completed and paid for, and what remains to be completed. This schedule was also part of our application to the IFA. Staff does need to point out, that this schedule is open-ended and subject to change orders, depending upon field conditions, and other issues that might arise for the engineering staff to review. When working on the application that had to be approved by the IFA, the Public Works Director had reviewed the final steps and the funds that were projected by the contractor, and had also added a \$1 million contingency factor into the numbers shown. While the City certainly hopes that we are able to complete the project within these guidelines, this is a volatile project that has the ability to change rapidly, based on supply chain issues, costs of products, and labor issues.

The City does have \$1,445,000 budgeted and set aside in the HRA for the water bond project. That is in the process of being utilized for the last invoice received by the City. If our needs should exceed the parameters that we've currently set, the City could use another \$534,118 in the HRA without having to analyze and meet the proportionality rules. Other options available for cost overruns include a short-term loan from another fund in the City's budget portfolio, that would provide us with the ability to complete the project. Finally, the HRA Plan includes \$2,255,150 left before we meet our maximum indebtedness figure. While we had hoped to use those funds for economic development, and ultimately for the use for which they were first intended, (Community Center) we are nevertheless grateful that they are available if needed.

Finally, **Exhibit E** is the Resolution, which needs to be approved, and which ultimately authorizes the City to formally enter into the interim loan process with the IFA. There are other documents that the City must prepare, which include most of the financial requirements, such as a signature card, and deposit options. Those are standard contract requirements, separate from needing Council approval.

When the City is done with final requirements of the construction project, we will notify the IFA, who is then able to start setting up the final stages and formal process for the 30-year SPWF Loan with the State of Oregon.

REVIEW AND APPROVAL:

Muchile Udrich

Michele Eldridge 07.16.25 City Administrator



June 17, 2025

The Honorable Robert Duncan, Mayor City of Harrisburg PO Box 378 Harrisburg, OR 97446

RE: Award for Special Public Works Fund, Water System Improvements, Project Number B25004, 6/13/2025

Dear Mayor Duncan:

Congratulations on your successful application for the above-referenced project. Enclosed please find a summary showing the funding amount and special terms and conditions of the award. The financing contract will contain the full terms and conditions of your award and will be sent to you for proper signatures. Please note that the legal obligations for funding and for reimbursement of project expenses are subject to execution of the contract.

The project must comply with all applicable state laws, regulations and procurement requirements. As a reminder, you must provide copies of all solicitations at least 10 days before advertising, and all draft contracts at least 10 days before signing.

We encourage you to offer appropriate media opportunities to help build public awareness of your project's purposes and benefits. Please notify us of any event celebrating your project. As always, we are available to answer questions that may arise during the implementation of your project. If you need assistance, please contact me at 971-719-6147 or by email at carolyn.craig@biz.oregon.gov.

Sincerely,

Carolyn Craig

Carolyn Craig, Regional Project Manager Business Oregon

c: Michele Eldridge, City Administrator Heather Stevens, Regional Development Officer Representative Jami Cate Senator Cedric Hayden

SUMMARY OF AWARD

Project Number:	<u>B25004</u>	Date of Award:	6/13/2025
Recipient:	City of Harrisburg		
Project Name:	Water System Improvements		

Source of Funding (Grant/Loan/Forgivable Loan)	Award Amount
SPWF – Loan	\$3,500,000.00
SPWF – Bond Fee	\$29,050.00
Total	\$3,529,050.00

General Description of Loan				
Interest Rate	3.37%			
Maximum Term	36 months			
+D	will be pressided by a 20 years l			

*Permanent financing will be provided by a 30-year loan through the Oregon Bond Bank with interest determined at the time of bond sale.

Approved Project Description

Recipient will, with the assistance of a professional engineer licensed in Oregon, construct the following water system improvements:

- Complete construction of the north and south water tanks;
- Complete construction of the north and south water treatment buildings, including all elements required for full functionality of the filtration systems housed therein, such as electrical work; infrastructure piping; plumbing; and mechanical system installation.

Note: The full terms and conditions will be contained in the contract; in addition to the standard contract terms and conditions, the following special or additional conditions have been placed on the award:

A. Full Faith and Credit Pledge. The Recipient will be required to pledge its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under the Financing Contract. The Financing Contract shall be payable from all legally available funds of the Recipient.



B. Pledge of Net Revenues as Source of Repayment. The Recipient will be required to grant to the State a security interest in and irrevocably pledge its Net Revenues of the Recipient's Water System revenue to pay all of the obligations owed by the Recipient to the State under the Financing Contract.

C. Financial Covenants. The Recipient shall charge rates and fees in connection with the operation of the Water System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty (120%) percent of the annual debt service due in the fiscal year on the Loan, any outstanding senior lien obligations, and any outstanding Parity Obligations.

D. Senior & Parity. The standard contract language "No Parity or Senior Debt" shall apply.



SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT INTERIM FINANCING CONTRACT

Project Name: Water System Improvements

Project Number: B25004

This interim financing contract ("<u>Contract</u>"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("<u>OBDD</u>"), and the City of Harrisburg ("<u>Recipient</u>") for financing of the project referred to above and described in Exhibit C ("<u>Project</u>"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract less any ExhibitsExhibit AGeneral DefinitionsExhibit BLoan SecurityExhibit CProject DescriptionExhibit DProject Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$8,206,130.

"Interest Rate" means 3.37% per annum.

"Loan Amount" means \$3,500,000.

"<u>Maturity Date</u>" means the earlier of 3 years plus 90 days after the date of this Contract, or the receipt of Refunding Proceeds by either party.

"<u>Project Closeout Deadline</u>" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD as financing for the Project a non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. <u>Reimbursement Basis</u>. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("<u>Disbursement Request</u>").

- B. <u>Financing Availability</u>. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. <u>Payment to Contractors</u>. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. <u>Interest</u>. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. Interest is computed by counting the actual days occurring in a 360-day year.

Recipient authorizes OBDD to calculate interest accrued under the Loan, including as necessary to determine the loan amortization schedule, a loan prepayment, or a loan payoff amount. Absent manifest error, such calculations will be conclusive.

- C. <u>Loan Payment</u>. The entire outstanding balance of the Loan, including all accrued unpaid interest, is due and payable in full on the Maturity Date.
- D. Loan Prepayments.
 - (1) <u>Mandatory Prepayment</u>. The Refunding Proceeds shall be applied to repay the outstanding balance of the Contract. Further, Recipient shall prepay all or part of the outstanding balance of the Loan as may be required by this Contract.
 - (2) <u>Optional Prepayment</u>. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. <u>Application of Payments</u>. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to

interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. <u>Conditions Precedent to OBDD's Obligations</u>. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
 - (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. <u>Conditions to Disbursements</u>. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
 - (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
 - (5) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

A. <u>Use of Proceeds</u>. Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.

- B. <u>Costs of the Project</u>. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. <u>Costs Paid for by Others</u>. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. <u>Estimated Project Cost, Funds for Repayment</u>. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. <u>Full Disclosure</u>. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. <u>Pending Litigation</u>. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Events of Default.
 - (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be

bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

- F. <u>Compliance with Existing Agreements and Applicable Law</u>. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. <u>Governmental Consent</u>. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. <u>Notice of Adverse Change</u>. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. <u>Compliance with Laws</u>. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) Prevailing Wage Requirements.
 - (a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.
 - (b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*).
 - (c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

- (d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
- (e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.
- (f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- C. Project Completion Obligations. Recipient shall:
 - (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
 - (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
 - (3) Permit OBDD to conduct inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. <u>Ownership of Project</u>. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.
- E. <u>Operation and Maintenance of the Project</u>. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. <u>Insurance, Damage</u>. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD,

including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.

- G. <u>Sales, Leases and Encumbrances</u>. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. <u>Condemnation Proceeds</u>. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. <u>Financial Records</u>. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. <u>Inspections; Information</u>. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. <u>Records Maintenance</u>. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, or the Financing Proceeds until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract or applicable law. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. <u>Economic Benefit Data</u>. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

M. <u>Disadvantaged Business Enterprises</u>. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at <u>https://www.oregonlegislature.gov/bills_laws/ors/ors200.html</u>. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at:

https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz.

- N. <u>Professional Responsibility</u>. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. <u>Notice of Default</u>. Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. (1) Contributory Liability and Contractor Indemnification-Tort Claims.
 - (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Tort Claim") against a party to this Contract (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful

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acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

- (2) Indemnity; Release—Claims Other Than Torts.
 - (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 8(P)(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, PWR or Davis-Bacon Act requirements, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.
 - (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- Q. <u>Further Assurances</u>. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Recipient fails to make any Loan payment when due.
- B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.

- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) Recipient takes any action for the purpose of effecting any of the above.
- E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. <u>Remedies</u>. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from receiving future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Terminating the Contract.
- B. <u>Application of Moneys</u>. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest

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due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.

- C. <u>No Remedy Exclusive; Waiver; Notice</u>. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. <u>Default by OBDD</u>. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. <u>Time is of the Essence</u>. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
 - (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) The liability of OBDD under this Contract is contingent upon the availability of moneys in the Special Public Works Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. <u>Notices and Communication</u>. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:	Deputy Director Oregon Business Development Department 775 Summer Street NE Suite 310 Salem, OR 97301-1280
If to Recipient:	City Administrator City of Harrisburg 120 Smith Street PO Box 378 Harrisburg, OR 97446

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. <u>Severability</u>. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. <u>Amendments, Waivers</u>. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. <u>Attorneys' Fees and Other Expenses</u>. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. <u>Choice of Law; Designation of Forum; Federal Forum</u>. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. <u>Integration</u>. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. <u>Execution in Counterparts</u>. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURES TO FOLLOW BELOW

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

By:

STATE OF OREGON acting by and through its

Oregon Business Development Department

Chris Cummings, Deputy Director By:

Date:

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman as per email dated 1 July 2025 David Berryman, Assistant Attorney General



CITY OF HARRISBURG

The Honorable, Robert Duncan, Mayor

Date:

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285B.410 through 285B.482, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 13 June 2025.

"<u>Costs of the Project</u>" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"<u>Counsel</u>" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"<u>Financing Documents</u>" means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD's financing of the Project.

"Financing Proceeds" means the proceeds of the Loan.

"Municipality" means any entity described in ORS 285B.410(9).

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

"<u>Refunding Proceeds</u>" means the proceeds of any subsequent short- or long-term financing, whether resulting from the sale of tax-exempt bonds or otherwise, issued to refund the Loan or to finance the Project.

"<u>System</u>" means Recipient's drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B – LOAN SECURITY

- A. <u>Full Faith and Credit Pledge</u>. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from all legally available funds of Recipient.
- B. <u>Refunding Proceeds</u>. The outstanding principal of and accrued, but unpaid, interest on the Loan shall be payable from any Refunding Proceeds. Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Refunding Proceeds to pay all of the obligations owed by Recipient to OBDD under this Contract. The Refunding Proceeds pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Refunding Proceeds complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.

B. Pledge of Net Revenues of the System

- (1) All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("<u>Net Revenues</u>"). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "<u>OBDD Lien</u>".
- (2) Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.
- (3) Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

EXHIBIT C - PROJECT DESCRIPTION

Recipient will, with the assistance of a professional engineer licensed in Oregon, design and construct the following water system improvements:

- A. north and south water tanks;
- B. north and south water treatment buildings, including all elements required for full functionality of the filtration systems housed therein, such as electrical work; infrastructure piping; plumbing; and mechanical system installation.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Design/Engineering	\$0	\$1,496,130
Construction	\$3,500,000	\$2,210,000
Construction Contingency	\$0	\$500,000
Legal Fees	\$0	\$300,000
Permitting and Regulatory Fees	\$0	\$200,000
Total	\$3,500,000	\$4,706,130

Harrisburg City Attorney 260 Ferry Street SW, Ste 202 Albany, OR 97321



(541) 926-5505 email: sean@longdel.com

www.ci.harrisburg.or.us

July 9, 2025

Oregon Infrastructure Finance Authority 775 Summer Street NE Suite 310 Salem OR 97301-1280

Ladies and Gentlemen:

I have acted as counsel to the City of Harrisburg ("Recipient"), which has entered into a Financing Contract (as hereinafter defined) with the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD") pursuant to Sections 285B.410 through 285B.482 of the Oregon Revised Statutes (the "Act"), and have acted as such in connection with the authorization, execution and delivery by Recipient of the Contract (as hereinafter defined). Capitalized terms not otherwise defined in this letter shall have the meanings assigned to them by the Contract.

In so acting I have examined the Constitution and laws of the State of Oregon and Recipient's Charter, if any. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

A. The Financing Contract by and between OBDD and Recipient, number B25004, signed by Recipient on July 22, 2025, in the principal loan amount of \$3,500,000, executed by Recipient (collectively, the "Contract").

B. Proceedings of the governing body of the Recipient relating to the approval of the Contract and the execution, issuance and delivery thereof on behalf of Recipient, and the authorization of the undertaking and completion of the Project as defined in the Contract.

C. All outstanding instruments relating to bonds, notes or other indebtedness of or relating to the Recipient.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. Recipient is a duly formed and operating municipality described in ORS 285B.410(9), with the legal right to own and operate the Project.

2. The Resolution (the "Resolution") of Recipient approving the Contract and authorizing their execution, issuance and delivery on behalf of Recipient, and authorizing Recipient to undertake and complete the Project has been duly and lawfully adopted and authorized in accordance with Recipient's Charter, if any, the Act and other applicable Oregon law, and the Resolution was adopted at a meeting or meetings which were duly called with public notice and held in accordance with Recipient's Charter, if any, and applicable Oregon law, and at which quorums were present and acting throughout.

3. The Contract has been duly authorized, executed and delivered by the authorized officers of Recipient and constitutes the legal, valid and binding obligation of Recipient enforceable in accordance with its terms; subject, however, to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally ("Creditor's Rights Limitations") heretofore or hereafter enacted and the application of equitable principles.

4. To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Contract by Recipient, the observation and performance by Recipient of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of Project, do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over Recipient or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust or other agreement to which Recipient is a party or by which it, the Project, or its property or assets is bound.

5. To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of Recipient in connection with the authorization, execution, delivery and performance of the Contract and the undertaking and completion of the Project have been obtained or made.

6. To the best of my knowledge, after such investigation as I have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of Recipient or of the validity, legality or enforceability of the Contract or the undertaking or completion of the Project.

This opinion is rendered on the basis of the laws of the State of Oregon, including the Act, as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

Very truly yours,

M. Sean Kidd City Attorney

Proposed Disbursement Schedule

Project Name:	Water System Improvements	
Recipient:	City of Harrisburg	
Project Number:	B25004	
Award Amount:	\$3,500,000	

#	Month / Year	Amount (\$)	Activities Associated with Disbursement	
1	Aug 2025	\$383,000	North Site Tank, South Site Foundation Bldg., Roof Bldg., walls	
2	Sept 2025	\$161,000	Install plumbing South site, Paint North Tank, install HVAC	
3	Oct 2025	\$334,000	Vertical turbine pumps, install mechanical equipment	
4	Nov 2025	\$313,000	Install mechanical equipment North, Install Plumbing South	
5	Dec 2025	\$312,000	Install Sidewalks, Paint Tank and install piping	
6	Jan 2026	\$141,000	Gravel and Construction Site Work North and South - prep for pavement	
7	Feb 2026	\$183,000	Pavement North , Finish Tanks, Place generators	
8	Mar 2026	\$319,000	Electrical North site and South bldg.	
9	Apr 2026	\$341,000	Install electrical components , receivables	
10	May 2026	\$155,000	Install Components South, receivables South	
11	June 2026	\$115,000	Begin Demo of existing pump station, piping paint, process controls	
12	Jul 2026	\$125,000	Programming and integration North	
13	Aug 2026	\$144,000	Testing and Startup North, engineers review Well 9	
14	Sep 2026	\$117,000	Agg base, tie in yard piping, Pavement South	
15	Oct 2026	\$150,000	Programming and integration South, tie in Plumbing, bldg. materials, elec	
16	Nov 2026	\$100,000	Testing and Startup South, permits, electric engineer's payout	
17	Dec 2026	\$107,000	Closeout and final billings both North and South and Engineer costs, retainage	
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
		\$3,500,000	\$0	
		τοται	REMAINING FUNDS	

TOTAL

REMAINING FUNDS

Exhibit D - 6 B25004 Harrisburg Disbursement Schedule.xls

4

RESOLUTION NO. 1307

RESOLUTION OF CITY OF HARRISBURG, OREGON AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO AN INTERIM FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

The City Council ("Governing Body") of the City of Harrisburg ("Recipient") finds:

A. Recipient is a "municipality" within the meaning of Oregon Revised Statutes 285B.410(9).

B. Oregon Revised Statutes 285B.410 through 285B.482 (the "Act") authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Special Public Works Fund.

C. Recipient has filed an application with OBDD to obtain financial assistance for a "development project" within the meaning of the Act.

D. OBDD has approved Recipient's application for financial assistance from the Special Public Works Fund pursuant to the Act.

E. Recipient is required, as a prerequisite to the receipt of financial assistance from OBDD, to enter into an Interim Financing Contract with OBDD, number B25004, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the "Project").

F. Notice relating to Recipient's consideration of the adoption of this Resolution was published in full accordance with Recipient's charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Recipient as follows:

1. <u>Financing Loan Authorized</u>. The Governing Body authorizes the Mayor of Harrisburg, (the "Authorized Officer") to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the "Financing Documents"), including a loan from OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from OBDD to Recipient is not in excess of \$3,500,000 and an interest rate of 3.37% per annum. The proceeds of the loan from OBDD will be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

2. <u>Sources of Repayment</u>. Amounts payable by Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of Recipient; or
- (d) Any other source.

3. <u>Tax-Exempt Status</u>. Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. Recipient may enter into covenants to protect the tax-exempt status of the interest paid by Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by OBDD or its bond counsel to protect the tax-exempt status of such interest.

DATED this 22nd day of July, 2025. City of Harrisburg

Mayor Robert C. Duncan

ATTEST:

City Recorder

Agenda Bill Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF DECLARING AN EMERGENCY BY ADOPTING RESOLUTION NO. 1308, IN RELATION TO BANK EROSION ON THE EAST SIDE OF BANK OF THE WILLAMETTE RIVER, AT THE NW CORNER OF CITY LIMITS, ADJACENT TO 15S04W0900605, AND ADJACENT TO CITY PROPERTY LOCATED AT 15S04W0900700

STAFF REPORT:

Exhibit A: Resolution No. 1308

ACTION: MOTION TO APPROVE RESOLUTION NO. 1308, "A RESOLUTION DECLARING AN EMERGENCY IN THE CITY OF HARRISBURG IN RELATION TO SEVERE BANK EROSION ON THE EAST BANK OF THE WILLAMETTE RIVER."

THIS AGENDA BILL IS DESTINED FOR: Agenda - July 22, 2025

BUDGET IMPACT				
COST	BUDGETED?	SOURCE OF FUNDS		
N/A	Yes/No	N/A		

STAFF RECOMMENDATION:

Staff recommends Council adopt Resolution No. 1308.

BACKGROUND INFORMATION:

Harrisburg was essentially born in 1866, due to its location on the banks of the Willamette River. We had a major ferry crossing at this location, and much of our industrial production was shipped on the river in the early part of the 19th century. Unfortunately, the Willamette River is a very powerful river, that, while being well loved, has also done a lot of damage over the years. Harrisburg has weathered many floods over the years. Somewhere in the 40's or 50's, the Army Corp of Engineers added revetment, which helped to protect the east bank of the Willamette River, where it borders the City. The property that the Wastewater Facility is located, north of the City, was bought in the 60's, and at that time, we're sure that nobody thought that the river would run anywhere closer to it.

When Tony Cross and Chris Erickson developed Crossland Resorts, they were required to sign a Waiver of Liability, because of the location of the River in relation to the property located at 23650 Peoria Rd. Life Bible then purchased the Church Property,

and made plans to add their Church, and event center, and to also utilize the hotel and RV park, but at a reduced number of spaces. The City also required that they sign a Waiver of Liability in relation to Crossland Resorts, and due to the placement of the hotel on the property.

Unfortunately, the Willamette River is now causing an issue for both the City, and for Life Bible. Somewhat related to this issue, is the City's boat ramp. Approximately 20 years ago, the gravel bar at the boat ramp started shifting, and blocked the usage of the boat ramp, which had operated in this same location for over 50 years. The City tried to open up the boat ramp in many different ways over the last 20 years, but unfortunately, the main issue in most recent years was the requirement to protect the habitat in the river. The City has permission to fix the boat ramp, including moving what is known as Harrisburg Beach. However, the City can't afford the combination of the engineering needed to make it work correctly, or the costs of anchoring erosion control. In 2016, a silt fence was needed in the main current of the Willamette River. Our contractor, Wildish, who was experienced working in the river, was unable to fasten it, or to get it to stay in place as required by the Department of State Lands (DSL), the Army Corp of Engineers (ACE), and the Oregon Department of Fish and Wildlife (ODFW). This was due to the strength of the current at this location. As such, the Oregon State Marine Board (OSMB) told the City that we should focus on moving the boat ramp to Eagle Park. The City is the midst of doing this. This point is raised due to the complexity of any kind of work in the Willamette River.

In the meanwhile, the location of Harrisburg Beach wasn't the only thing moving on the river. The main current started shifting again, bringing it closer to the east banks of the river, including at the Life Bible location. The City always loses sections of the bank every year; it's a fairly low impact to the City, because we can afford to replace the Poplar Trees, although we do have to plant more trees than lost in order to compensate for younger trees that don't use as much effluent when growing. However, in the last few years, that rate has been increasing.

The City now loses approximately ¼ of an acre to ½ an acre of trees every year. We are also aware that the lowest pond in the wastewater facility is only a little over 600' away from the Willamette River. Using an unscientific method of measuring with Google Earth, and attempting to use the same point of measurement, the City appears to have lost at least 36' of bank over the last ten years. Some areas of bank loss are more dramatic, and less, than in other locations.

Life Bible has had a more dramatic loss of bank. In 2012, using the same basic point, it shows 46' between the bank and the bottom edge of the swimming pool. By 2016, there was another 10' of bank lost, and in 2022, that increased another 2'. Unfortunately, the last two years have eaten another 8' of bank, for approximately 24' of bank lost in one location. A slightly different location showed a 35' loss of bank!
For the last two years, Life Bible has been trying to find assistance to help them determine what kinds of solutions would be needed to protect the facilities on this property. As noted earlier, the hotel is still being used commercially, and as such brings transient room tax to the City's revenue numbers. This fiscal year, the fund was budgeted at \$10,000. Only a portion of the property is used for commercial purposes, therefore, the property is only partially exempt from taxes.

Staff tried to follow up several times with Senator Wyden's offices, with staff from Senator Janelle Bynum, brought this issue up to Rep. Jamie Cate, and to a couple of members of the Governments Regional Solutions Team members. With Linn County, both the County, and the City, added a section to our Natural Hazard Mitigation Program that listed a natural hazard being extreme bank erosion. FEMA has yet to approve this plan, and the City can't adopt it until that happens. Unfortunately, none of our federal office staff returned phone calls, and Sen. Bynums' assistant took notes, but had no solutions to offer.

Life Bible turned to Linn County Commissioner Will Tucker, who has now started getting involved. He does a great job of getting people to round the wagons, and has reached out to DLCD, FEMA, ACE, and OSMB. The City was willing to help be on the team but is somewhat in the same position as the Church. The City is experiencing loss, but with no buildings in the line of attack, doesn't have as large of an issue as Life Bible does. Regardless, we can help each other discover what kinds of solutions might be available.

Staff and the Mayor met with Commissioner Tucker, and a number of people participating via Zoom at the Church property on the 16th of July. One of the things that Commissioner Tucker suggested as somewhat being effective was to declare an emergency in relation to the bank erosion. FEMA hasn't yet approved the NHMP report, so a declaration of emergency will not gain any funds for repair. However, it could assist the regulatory agencies involved into being more productive with their suggestions to repair the bank erosion. The County might also declare an emergency, which would benefit the City, as our property is located outside of the City limits.

The City doesn't have any funds set aside for this purpose. We felt it would likely be at least ten years before we started adding this to the strategic plan and started trying to find a solution that might work for the City to help protect the wastewater facility. (The Water Bond Project has been our focus for the last 9 years). Obviously, erosion proceeding faster would increase that pace. We can participate as part of the team, trying to lend assistance to Life Bible as they try to solve this problem. There might be grant funds that the City has access to from the State that could possibly apply to the church as well. One factor to consider is that our section of the river will be much more costly than the churches. Not only do we have four times the amount of riverbank on our property, any revetment added to the Church property will likely cause a different type of erosion pattern on the city's eastern banks. Finally, revetment is one of the costliest types of infrastructure that is available to the City. With BOLI Wages, any

solution will likely triple the normal cost that the Church will incur; reportedly around \$1.2 million.

By declaring an emergency, via the resolution shown in **Exhibit A**, the City hopes to bring more attention to Life Bibles plight and hopefully will help generate more assistance on behalf of the agencies we must work with in order to attempt to solve this problem.

REVIEW AND APPROVAL:

Which i Udrida

Michele Eldridge 07.16.25 City Administrator

RESOLUTION NO. 1308

A RESOLUTION DECLARING AN EMERGENCY IN THE CITY OF HARRISBURG IN RELATION TO SEVERE BANK EROSION ON THE EAST BANK OF THE WILLAMETTE RIVER.

WHEREAS, over the last thirteen years, the City and Life Bible property have experienced severe erosion on the banks of the Willamette River. Life Bible property with erosion is also known as 15S04W0900605; and, City property with erosion is known as 15S04W0900700; and,

WHEREAS, The last two years have increased that rate of erosion, which is now threatening facilities on property owned by Life Bible; and,

WHEREAS, The City has also experienced increased erosion patterns, and recognizes that eventually the Willamette River could start threatening the wastewater facility as time moves on; and

WHEREAS, Life Bible could face losing portions of structures on their property in the next year, as continued erosion could continue to intensify, engendering harm to people recreating on the Willamette River; and

WHEREAS, The City of Harrisburg hopes that while investigating the path forward, that a more tenable approach for the City might also present itself, and that the City might also need to respond to and watch what solutions might come available to the City of Harrisburg while navigating solutions for Life Bible; and

WHEREAS, The City Council remains concerned by what feels like a lack of response from regulatory agencies who should be providing helpful information to assist Life Bible navigate the complexities of how to solve river bank erosion problems on the Willamette River, which is a Heritage River, and which is also affected by the recent changes affecting federal agencies, such as the Endangered Species Act, and threat of being sued by environmental agencies.

NOW, THEREFORE, THE CITY OF HARRISBURG RESOLVES AS FOLLOWS:

<u>Section 1</u>. The Harrisburg City Council hereby declares an emergency in the City of Harrisburg related to the recent severe river bank erosion occurring on the northeastern corner of the City on the eastern banks of the Willamette River.

<u>Section 2</u>. City staff is directed to assist as part of the team effort in helping Life Bible to find an acceptable solution to help halt the level of erosion along their property, as capacity allows. Any need for City funds in relation to this issue must return to the City Council for full discussion.

<u>Section 3</u>. City staff shall stay aware of actions being taken by Life Bible that might require more action on behalf of the City; and the City will be more prepared to respond to any issues that arise.

<u>Section 4</u>. Because regulatory actions that include both state and federal agencies move at glacial speed, the City of Harrisburg declares that the emergency shall be concluded by July 27,

Approved and adopted at a regular meeting of the City Council held on the 22nd day of July, 2025.

Robert Duncan, Mayor

Attested to this 22nd day of July, 2025

Approved as to legal sufficiency:

Lori Ross, City Recorder

City Attorney

Agenda Bill Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF APPROVING, AMENDING, OR DENYING A REQUEST FOR A SPECIAL EVENT LICENSE FOR HAYWORTH ESTATE WINES DURING REMAINING SUMMER SOUNDS CONCERTS.

STAFF REPORT:

Exhibit A: Local Government Recommendation Form

ACTION: MOTION TO APPROVE, AMEND OR DENY THE REQUEST FOR A SPECIAL EVENT LICENSE FOR HAYWORTH ESTATE WINES ON JULY 31, AND AUGUST 7.

THIS AGENDA BILL IS DESTINED FOR: Agenda - July 22, 2025

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

STAFF RECOMMENDATION:

Staff recommends Council authorize the Special Event License for Hayworth Estate Wines

BACKGROUND INFORMATION:

As a Board member of the Tri-County Chamber of Commerce, and Chairperson of the Biz Expo, we have worked hard for the last five years to try to engage Hayworth Estate Wines to participate in our event. Now that we have a relationship with Hayworth, I'm especially pleased, and excited, to let you know that they will be serving their wine at the Business Expo. If you like wine, you've likely sampled Hayworth wines at some time in the past. They are a wonderful winery, and of course, Hayworth has always been engaged in our communities.

Russ Hayworth, Keeley, and their event manager would also like to serve both wine and beer at the remaining Summer Sounds Concerts. As the sole licensed alcohol provider, they will be responsible for making sure that nobody is over-imbibing. On July 31st, when Inner Limits plays, they would be joining Smok'n Gingers BBQ, Dope Tacos, Paradise Shaved Ice and Nothing Bundt cakes. On August 7, when Shelley James & Agents of Unity plays, they would be joining Chicken Bonz, King Whippy and Bobablastic.

The City's code allows alcohol to be consumed by citizens during the Summer Sounds concerts, but at no other time is alcohol allowed in any of Harrisburg Parks. Having them here will actually be good for the City, as it helps with an actual layer of control. If the

City Council decides to allow their presence at the last two summer sounds concerts, the motion above will authorize City Staff to sign the Local Government Recommendation and proof of acceptance, as shown in **Exhibit A**.

REVIEW AND APPROVAL:

Muchile Eldrich

Michele Eldridge 07.17.25 City Administrator



OREGON LIQUOR & CANNABIS COMMISSION Instructions for Local Government Recommendation – Special Events License

The local government is as follows:

(a) If the address of the event is within a city's limits, the local government is the city.(b) If the address of the event is not within a city's limits, the local government is the county.

The OLCC will accept local government recommendations for alcohol special events in two formats: the commission produced form, or a written endorsement produced by the local government that meets our standards described below. Annual Liquor License applications must have their recommendation given on their specific form, which is different from this special event form.

FORM INSTRUCTIONS:

• <u>Section 1:</u> Applicant completes Section 1 of this form and submits it to the appropriate city or county jurisdiction. Applicant verifies with the local government whether additional forms or fees are required. Applicant completes payment to local jurisdiction for processing application if they require fees. This does not include OLCC license fees.

• Section 2: Local government completes Section 2 of this form and returns it to the applicant. Applicant uploads the complete form and any supporting information provided by the city or county to CAMP.

WRITTEN RECOMMENDATION INSTRUCTIONS:

Instead of using this form, The OLCC will accept a written recommendation produced by the Local Government and given to the applicant to submit. The recommendation must be in written format such as letter or email, and includes the required information described below. Applicant uploads this recommendation and any supporting information provided by the city or county to CAMP.

Required Recommendation Information: The written recommendation must include the event applicant name, event name, event address, event license type, event dates, name of local government, name & title of reviewing official, date of review, and the recommendation outcome. Recommendation outcomes can be: Recommend Granting License, No Recommendation given/Neutral, or Recommend Denial. If recommending denial, please explain as to why it would meet the denial criteria in OAR 845-005-0308.

Special Event License Types						
Temporary Sales License, For Profit (TSL-FP)	Special Event Brewery-Public House (SEBPH)					
Temporary Sales License, Non-Profit 1 (TSL-NP1)	Special Event Brewery (SEB)					
Temporary Sales License, Non-Profit 2 (TSL-NP2)	Special Event Distillery (SED)					
Temporary Use of Annual License – Limited (TUAL-L)	Special Event Grower Sales Privilege (SEG)					
Temporary Use of Annual License – Full (TUAL-F)	Special Event Winery (SEW)					



Local Government Recommendation – Special Event License

Section 1 – Submission - To be completed by Applicant:							
Licer	License Information						
Applicant Name(s): Tri-County Chamber of Con	nmerce	Annual Licensee					
Event Name: Summer Sounds Concert Series							
Event Address: 120 Smith St.		Ste:					
City: Harrisburg	County: Linn	Zip: 97456					
License Type: Special Event Winery/Brewery		At Existing Licensed Premises					
Application Contact Information							
Contact Name: Michele Eldridge		Phone: 541-995-2200					
Mailing Address: PO Box 96							
City: Monroe	State: OR	Zip: 97446					
Email Address: cheleeldridge@gmail.com							
E	vent Details						
Event Dates: July 31 and Aug 7, 2025							
Event Times: 5:30PM TO 8:30PM Both Evenir	ngs						
Expected Daily Attendance: 200-250	Peak Expected	d Attendance: 250					
To the best of your knowledge, is this the only spe	ecial event application for	or this event? Y/N?Y					
Please check all tha	at apply to your propos	ed event:					
Off-Premises Sales: Beer/	Wine/Cider	Distilled Spirits					
Tastings only: Beer/	Wine/Cider	Distilled Spirits					
On-Premises Consumption: 🖌 Beer/	Wine/Cider	Distilled Spirits					
Indoor Consumption	🖌 Outdoor (Consumption					
Food Service Available: Smok'n Gingers BBQ, D	Dope Tacos, Chicken Bo	onz, King Whippy, Paradise Shaved Ice,					
✓ Proposing to Allow Minors							
Section 1 Co	ontinued on next p	age					



Section 1 Continued – Submission - To be completed by Applicant:

Applicant Name/Legal Entity Name: Tri-County Chamber of Commerce

Event Name: Summer Sounds Concerts - Two nights only

After completing section 1, please submit your application to the local government for recommendation

Section 2 – Recommendation - To be completed by Local Government: Local Government Recommendation Proof of Acceptance After accepting this form, please return a copy to the applicant with received and accepted information City or County Name: Harrisburg Optional Date Received Stamp Date Application Received: 07.16.25 Received by: Michele Eldridge Recommend this license be granted Recommend this license be granted No Recommendation/Neutral Name of Reviewing Official: Title: Date: Signature: Signature:

After providing your recommendation and signature, please return this form to the applicant.

Agenda Bill Harrisburg City Council Harrisburg, Oregon

THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

Exhibit A: City Council Minutes for June 10, 2025

Exhibit B: Payment Approval Report for June 2025

Exhibit C: Municipal Court Collections Report for June 2025

Exhibit D: Municipal Court Citation Report for June 2025

Exhibit E: June 2025 Code Enforcement Report

ACTION: MOTION TO APPROVE THE CONSENT LIST

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

- 1. Minutes from the June 10, 2025 City Council Meeting
- 2. The Payment Approval Report for June 2025

THIS AGENDA BILL IS DESTINED FOR: Consent Agenda –July 22, 2025

STAFF RECOMMENDATION:

Staff recommends the City Council approve the consent list.

Building Permits:

June 2025: Submitted: 22 Issued: 21 New Homes: Issued: 0

 Residential Valuation:
 \$52,980.32

 Commercial Valuation:
 \$354,344.00

 2025 YTD Valuation:
 \$3,930,873.46

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

Business Licenses Issued:

• None issued in the month of June 2025.

Liquor License Renewal

Liquor Licenses are renewed prior to the start of each fiscal year. There have been no incidents this fiscal year from any of the businesses. The following businesses carry liquor licenses:

- American Market
- Casa Torero
- Dari Mart Store #20
- Dollar General Store #17223

- EZ Stop Market & Deli
- Gridiron Sports Bar & Grill (Wymore 2 LLC)
- Harrisburg Liquor
- Harrisburg Station & Eagle Market (Magnum Services)
- Nuestro Sabor Bar & Lounge
- The Voo

Harrisburg Municipal Court:

- The Collection Report (EXHIBIT C) for the month of June is \$8,094.27 which includes \$3,120.27 from collections.
- The Citation Report (EXHIBIT D) shows there were 19 citations issued in the month of June 2025 for a total of 21 offenses. There was one defendant charged with Illegally Parking on the Gravel Bar and one for Driving While Suspended-Misdemeanor.

Monthly Code Enforcement: Exhibit E shows the monthly code enforcement action taken during the month of June 2025. (This does not include code enforcement services provided by LCSO or Coburg PD.)

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

Harrisburg and HRA Budget Committee: Chairperson Dana Henry The Harrisburg and HRA Budget Committee last met on May 12, 2025. Those minutes are not yet available.

Next Scheduled Meeting: TBD

Library Board: Chairperson Alexandria Bennett The Library Board last met on May 6, 2025. Those minutes are not yet available. The Library Board Meeting for July 1, 2025 was canceled. Next Scheduled Meeting: September 2, 2025

Personnel Committee: Chairperson Kimberly Downey

The Personnel Committee last met on March 13, 2025. Those minutes are not yet available. Next Scheduled Meeting: TBD

Planning Commission: Chairperson Todd Culver

The Planning Commission last met on July 15, 2025. Those minutes are not yet available. Next Scheduled Meeting: August 19, 2025

REVIEW AND APPROVAL:

Lori Ross 07/16/2025

Lori Ross City Recorder Date

This document is supplemented by agenda packet materials, meeting materials distributed and audio recordings of the meeting and may be reviewed upon request to the City Recorder.



Harrisburg City Council Minutes June 10, 2025

Mayor:	Robert Duncan, Presiding
Council President:	Mike Caughey, Present
Councilors Present:	Kimberly Downey, Randy Klemm, Charlotte Thomas, and Dana Henry
Councilors Absent:	Cindy Knox and Youth Advisor Nolan Malpass
Staff Present:	City Administrator Michele Eldridge, and Finance Director/Deputy City
	Recorder Cathy Nelson
Meeting Location:	Harrisburg Municipal Center Located at 354 Smith St

The Pledge of Allegiance was led by Mayor Robert Duncan

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan at the hour of 6:34pm

CONCERNED CITIZEN(S) IN THE AUDIENCE: All in attendance were there for items on the agenda.

THE MATTER OF HOLDING A PUBLIC HEARING, AND APPROVING ORDINANCE NO. 1010, "AN ORDINANCE APPROVING AMENDMENTS TO THE HARRISBURG COMPREHENSIVE PLAN, AMENDING HARRISBURG MUNICIPAL CODE TITLES 18.80, 18.85, 19.30, 19.35, 19.45, AND 19.55, AND ADOPTING THE 2025 TRANSPORTATION SYSTEM PLAN (TSP)".

Eldridge introduced Erin David from Parametrix and David Helton from ODOT. Eldridge gave a summary of the Harrisburg Comprehensive Plan and the TSP, highlighting that they were last updated in 1999 and 2004. Chapter 12 of the Comprehensive Plan will be updated, and page 12 of the agenda packet shows the changes to Goal 12.

Criteria 1; Consistency with Statewide planning goals, Criteria 3; be in the interest of the public, and

Criteria 4; Amendments must conform to Oregon Transportation Rule, are met. Criteria 2 is not applicable.

Eldridge also highlighted that page 15 of the agenda packet shows the recommended changes; page 33 is where the bicycle parking facilities are added, and page 39 includes all of the added definitions. Eldridge reminded Council that the TSP was funded through a transportation grant from ODOT and DLCD.

Mayor Duncan opened the Public Hearing at the hour of 7:43pm.

The Public Hearing allowed citizens who wish to provide public comment regarding amendments to the Comprehensive Plan or HMC Titles 18.80, 18.85, 19.30, 19.35, 19.45, and 19.55.

None present.

Mayor Duncan closed the Public Hearing at the hour of 7:44pm

Erin David gave presentation on the final TSP Draft for adoption.

- Klemm asked if the speed limit coming into Harrisburg on Hwy 99 could be reduced. Helton stated that ODOT supervises speeds in Oregon. Reducing speed would create more danger than the solution. The current speed aligns with the roadside development and is set at 85% of the speed traffic drives.
- Thomas asked how to combat the land issue on Hwy 99 that will never be developed. Helton said that we needed to make sure the TSP includes; Harrisburg will continue to work with ODOT to reduce speed limit on north traffic coming across the bridge.
- Henry asked if ODOT can help us gain awareness of this issue on a state level. Helton said he was writing up a summary for Hwy 99 and will include the speed reduction and traffic control device on LaSalle and Hwy 99.
- Eldridge proposed adding an amendment to Goal 1, "1.7 Coordinate with ODOT, Lane and Linn Counties, RST Members and LCDC to lower speed limits and improve safety on Hwy 99E and 3rd Street and to focus on lowering speeds on the elevated deck preceding the Willamette River Bridge.
- Henry asked how long it would take to get the RRFB (Rectangular Rapid Flash Beacon) on LaSalle and Hwy 99. Helton said that unfortunately, fatalities drive funding. Due to the lack of fatalities at the intersection it would be over a year, and to keep advocating.
- Klemm wanted to know how we would be informed about any new grants we could use for the projects. Helton said the information could be found in organizational newsletters, attending conferences, requesting notices and through the Council of Governments (COG).
- Henry proposed to remove "persons of color" from pg. 42, policy 1, goal 1; accessibility to everyone.
 - Thomas motioned to approve as amended Ordinance No. 1010, "AN ORDINANCE APPROVING AMENDMENTS TO THE HARRISBURG COMPREHENSIVE PLAN, AMENDING HARRISBURG MUNICIPAL CODE TITLES 18.80, 18.85, 19.30, 19.35, 19.45, AND 19.55, AND ADOPTING THE 2025 TRANSPORTATION SYSTEM PLAN (TSP)". This motion is based on findings contained in the June 3rd, 2025 staff report, and on findings made during deliberations on the request, and was seconded by Henry. The motion passed unanimously by a vote of 5-0. (Yes: Thomas, Klemm, Caughey, Downey, and Henry. No: None.)

THE MATTER OF A PRESENTATION FROM PARAMETRIX IN RELATION TO THE REPORT ON THE TRANSPORTATION SYSTEM DEVELOPMENT CHARGE UPDATE:

Eldridge gave a summary of the Transportation System Development Charge (SDC) process. Caughey asked for clarification on page 67 which shows the SDC fee calculation and dollar value. Eldridge stated that the \$1,056 per daily trip was consistent with the TSP while tables 3.2 and 3.3 show the calculations and valuations which include the updated UGB.

Erin David from Parametrix gave a presentation on Transportation SDC.

Eldridge pointed out that page 56 shows current and proposed SDC fees. The City is looking to start the process of Transportation SDC, not set a rate at this time.

 Klemm motioned to formally start the Transportation System Development Charge project according to HMC 12.35.100 and was seconded by Thomas. The motion passed unanimously by a vote of 5-0. (Yes: Thomas, Klemm, Caughey, Downey, and Henry. No: None.)

THE MATTER OF PROCLAIMING A SISTER CITY RELATIONSHIP WIT BREAL-SOUS-MONTFORT:

Eldridge stated that there were some concerns with the terminology about facilitating visitors from the Sister City. She would get more information on what this might entail. The formal ceremony will be on June 20th at 8:30am. We will try and start with a flag raise with the American Legion and VFW. A formal press release will be issued. The ceremony will hopefully be at the Harrisburg Museum but might be in the Municipal Center if there is no flag raise or inclement weather. Notice will be given in advance of location.

 Thomas Motioned to Authorize the Mayor to Sign the Sister Cities Agreement, to formally establish a Sister City relationship with Breal-Sous-Montfort, effective on June 13, 2025, and was seconded by Downey. The motion passed unanimously by a vote of 5-0. (Yes: Knox, Klemm, Caughey, Downey, and Henry. No: None.)

THE MATTER OF AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE THE PUBLIC EVENT PERMIT FOR THE 73RD YEAR OF THE HARRISBURG OLD FASHIONED 4TH OF JULY:

Eldridge highlighted the events to be held over the 4th of July weekend. We are having fireworks this year, but we are not sure about the future as several cities are moving towards a drone presentation.

- Thomas asked if 6th Street was going to close as early as last year. Eldridge said it will be.
- Henry asked for more enforcement for the "no smoking" ban in the park area.
 - Caughey Motioned to Authorize the City Administrator to Approve the Public Event Permit for the 73rd year of the Harrisburg Old Fashioned 4th of July Celebration as conditioned and was seconded by Thomas. The motion passed unanimously by a vote of 5-0. (Yes: Klemm, Henry, Caughey, Downey, and Thomas. No: None.)

THE MATTER OF APPROVING THE CONSENT LIST:

- Thomas motioned to approve the consent list and was seconded by Downey. The motion passed unanimously by a vote of 5-0. (Yes: Klemm, Downey, Caughey, Thomas, and Henry. No: None.) A motion to approve the consent list approved the following:
 - Minutes from the April 22, 2025 and the May 13, 2025 City Council Meeting
 - The Payment Approval Report for May 2025

CITY ADMINISTRATOR VERBAL REPORT:

- Eldridge handed out **Addendum 1**; a letter from DEQ regarding the TMDL.
- Council was reminded about the Sister City celebration on June 20th.
- City Wide clean-up scheduled for June 28th, 2025.

With no further business, the City Council Meeting adjourned at the hour of 8:53pm





Department of Environmental Quality

Western Region Eugene Office 165 East 7th Avenue, Suite 100 Eugene, OR 97401 (541) 686-7838 FAX (541) 686-7551 TTY 711

Tracking Number: 9307169904400080043609

June 4, 2025 City Council Members Harrisburg City Council PO BOX 378 Harrisburg, OR. 97446

Re: Issuance of the Mainstem Amendment to the Willamette Subbasins Temperature Total Maximum Daily Load and Water Quality Management Plan

Dear City Council Members,

The Oregon Environmental Quality Commission adopted the Mainstem and Major Tributaries rule amendment to the Willamette Subbasins Temperature Total Maximum Daily Load (TMDL) and Water Quality Management Plan (WQMP) as Oregon Administrative Rule 340-042-0090 on May 8, 2025. The TMDL can be found at OAR 340-042-0090(3)(a) and the WQMP at OAR 340-042-0090(3)(b). All documents will be made available on DEQ's webpage https://www.oregon.gov/deq/about-us/eqc/Pages/202505.aspx

The Department of Environmental Quality (DEQ) submitted the amended TMDL documents to the U.S. Environmental Protection Agency Region 10 for action (approval or disapproval) on May 14, 2025. DEQ developed the TMDL documentation pursuant to §303(d) of the Clean Water Act (CWA) and, when approved, this TMDL constitutes an update to Oregon's Continuing Planning Process per §303(e) of the CWA.

Purpose of this letter:

You are receiving this letter because City of Harrisburg is identified as a Designated Management Agency in the WQMP. OAR 340-042-0030(2) defines Designated Management Agency as a federal, state, or local governmental agency that has legal authority over a sector or source contributing pollutants and is identified as such by DEQ in a TMDL.

As a DMA, City of Harrisburg is required under OAR 340-42-0080 to prepare a TMDL implementation plan to incorporate strategies to reduce sector nonpoint source pollutant loadings for temperature according to requirements identified in the WQMP. TMDL implementation plans are due on <u>November</u> <u>9, 2026.</u> WQMP requirements and due dates are shown in the table below. Failure to submit a timely TMDL implementation plan required by rule is a violation under OAR 340-012-0053(2).

	Requirement	WQMP Section	Due Date
	TMDL Implementation Plan	Sec. 5.3	Nov. 9, 2026
_			

Shade Gap Analysis Methodology*	Sec. 5.3.4	Nov. 9, 2026
Streamside Evaluation	Sec. 5.3.2	May 9, 2028
Shade Gap Analysis* and Updated Streamside Evaluation	Sec. 5.3.4	Nov. 9, 2030
120-Foot Streamside Buffer**	Sec. 5.3.3	Nov. 9, 2030

* A shade gap methodology and assessment are only needed if DEQ completed a shade gap assessment for your jurisdiction and the jurisdiction desires to do an independent shade gap assessment.

** Establishing a 120-Foot streamside buffer is not required unless the DMA chooses this implementation method.

For NPDES permittees, TMDL point source wasteload allocations for temperature will be incorporated into permit requirements upon renewal or reissuance, where necessary.

Please contact your primary DEQ staff contact if you have any questions about TMDL implementation responsibilities. Your primary DEQ staff contact for questions about this TMDL is:

Priscilla Woolverton priscilla.woolverton@deq.oregon.gov 503-688-8801

Sincerely,

Heather Tugaw

Heather Tugaw, Interim Western Region Watersheds and Stormwater Manager 221 Stewart Ave, Suite 201 Medford, OR 97501 503-702-0811 Heather.tugaw@deq.oregon.gov

Ec: Priscilla Woolverton, Willamette Basin Coordinator Michele Eldridge, City Administrator, City of Halsey City of Harrisburg

Payment Approval Report - Harrisburg Council Report dates: 6/1/2025-6/30/2025

7.

Report Criteria:

Detail report.

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

/endor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Accoun Number
206						
1206	Analytical Lab & Consultants	175073	Water Testing	05/06/2025	126.00	52-65-4200
1206	Analytical Lab & Consultants	175074	Water Testing	05/06/2025	155.00	52-65-4200
1206	Analytical Lab & Consultants	175255	Water Testing	05/14/2025	155.00	52-65-4200
1206	Analytical Lab & Consultants	175256	Water Testing	05/14/2025	126.00	52-65-4200
1206	Analytical Lab & Consultants	175313	Water Testing	05/16/2025	289.00	51-65-4200
1206	Analytical Lab & Consultants	175546	Water Testing	05/29/2025	533.00	52-65-4200
1206	Analytical Lab & Consultants	175651	Water Testing	05/31/2025	155.00	52-65-4200
Tot	al 1206:				1,539.00	
732						
3732	Cash	CLEAN-UP 202	Change Order	06/26/2025	100.00	10-53-2200
Tot	al 3732:				100.00	
773						
3773	CenturyLink	740331292	Phone Bill	06/04/2025	1.50	10-69-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	20.43	10-69-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	42.83	52-65-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	46.48	52-65-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	40.93	10-69-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	46.48	52-65-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	42.83	52-65-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	46.48	52-65-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	41.28	51-65-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	40.93	51-65-3500
3773	CenturyLink	MAY 2025	Phone Bill	05/28/2025	44.93	51-65-3500
Tot	al 3773:				415.10	
797						
3797	Chuck Scholz	6.8.25 PER DI	Per Diem	06/05/2025	184.00	51-76-2300
3797	Chuck Scholz	6.8.25 PER DI	Per Diem	06/05/2025	184.00	52-76-2300
Tot	al 3797:				368.00	
290						
1290	CIS	HAR-GASB75-	GASB 75	05/23/2025	628.50	10-41-2600
Tot	al 1290:				628.50	
939						
2939	Cobalt Computer Services, Inc.	31846	Computer Service	05/31/2025	341.20	40-65-8015
2939	Cobalt Computer Services, Inc.	31962	Computer Service	05/31/2025	1,485.00	40-65-8015
Tot	al 2939:				1,826.20	
720						
2720	Comcast	JUNE 2025	Internet Service	06/02/2025	435.22	10-60-2000
2720	Comcast	JUNE 2025 LIB	Internet Service	05/23/2025	286.85	24-60-2525
2720	Comcast	JUNE 2025 PW	Internet Service	06/01/2025	157.42	51-65-3550

City of	Harrisburg
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Payment Approval Report - Harrisburg Council Report dates: 6/1/2025-6/30/2025

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Vendor						
Venuor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
2720	Comcast	JUNE 2025 PW	Internet Service	06/01/2025	157.43	52-65-3550
Tota	al 2720:				1,036.92	
3913						
3913	DataBar Inc	271322	Utility Billing Statements	06/04/2025	99.77	23-70-2500
3913	DataBar Inc	271322	Utility Billing Statements	06/04/2025	413.61	51-74-2200
3913	DataBar Inc	271322	Utility Billing Statements	06/04/2025	413.61	52-74-2200
3913	DataBar Inc	271323	Utility Billing Statements	06/04/2025	162.50	52-74-2200
3913	DataBar Inc	271323	Utility Billing Statements	06/04/2025	162.50	51-74-2200
3913	DataBar Inc	271324	Utility Billing Statements	06/04/2025	399.70	23-70-2500
3913	DataBar Inc	271563	Utility Billing Statements	06/25/2025	278.00	23-70-2500
3913	DataBar Inc	271564	Utility Billing Statements	06/25/2025	399.00	23-70-2500
Tota	al 3913:				2,328.69	
3966						
3966	DCBS Fiscal Services	MAY 2025	State Surcharge - Building/Elecric	05/31/2025	1,828.41	26-70-1050
3966	DCBS Fiscal Services	MAY 2025	State Surcharge - Building/Elecric	05/31/2025	163.70	27-70-1050
Tota	al 3966:				1,992.11	
3896						
3896	Delapoer Kidd PC	2121	Attorney Fees	06/02/2025	1,312.50	10-42-2700
3896	Delapoer Kidd PC	2121	Attorney Fees	06/02/2025	157.50	10-42-2500
Tota	al 3896:				1,470.00	
3953						
3953	DJC Oregon	745484346	Construction Bid	07/25/2022	346.06	11-42-2100
3953	DJC Oregon	745697166	Construction Bid	05/13/2024	614.68	51-78-8015
Tota	al 3953:				960.74	
4084						
4084	DPSST	JULY 2025	DTSSP Fee	06/30/2025	986.00	51-65-3000
Tota	al 4084:				986.00	
4041						
4041	Edith Carter	5.25.25	Reimbursement	05/25/2025	64.47	24-60-3050
4041	Edith Carter	5.28.25	Reimbursement	05/28/2025	134.93	24-60-3050
Tota	al 4041:				199.40	
1946						
1946	Ferguson Waterworks	1313306-1	P/W Misc. Expense	05/28/2025	386.90	51-78-7400
1946	Ferguson Waterworks	1313306-1	P/W Misc. Expense	05/28/2025	386.90	52-78-7400
1946	Ferguson Waterworks	1318511	P/W Misc. Expense	06/02/2025	569.87	51-65-4600
1946	Ferguson Waterworks	1318511	P/W Misc. Expense	06/02/2025	569.86	52-65-4600
1946	Ferguson Waterworks	1321983	P/W Misc. Expense	06/02/2025	3,700.00	51-71-2100
1946	Ferguson Waterworks	1322043	P/W Misc. Expense	05/30/2025	9,606.98	51-78-8015
Tota	al 1946:				15,220.51	
1218						
1218	Grainger	9521861733	Misc. P/W Supplies	05/28/2025	115.57	10-72-4000

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City of Ha	rrisburg		Approval Report - Harrisburg Council eport dates: 6/1/2025-6/30/2025			Page: 3 Jul 15, 2025 02:58PM
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Tot	al 1218:				115.57	
1947						
1947	H & J Construction, Inc.	5591	Pipe Burst	05/31/2025	1,940.00	51-65-4600
1947	H & J Construction, Inc.	5591	Pipe Burst	05/31/2025	1,940.00	52-65-4600
Tot	al 1947:				3,880.00	
3871						
3871	Hagan Hamilton Insurance	8990	Insurance	02/20/2025	3,500.00	10-43-2000
3871	Hagan Hamilton Insurance	8991	Insurance	02/20/2025	3,500.00	10-43-2000
Tot	al 3871:				7,000.00	
3851						
3851	Hal's Delivery & Relocation Servic	27259	Library Exp	11/30/2024	1,398.99	24-60-2800
Tot	al 3851:				1,398.99	
3808 3808	HART Community Center Inc	FY 24-25 DON	City Donation	06/12/2025	10,000.00	10-87-2000
0000			ony bonation	00,12,2020		10 01 2000
Tot	al 3808:				10,000.00	
2271						
2271	Home Comfort Heating & A/C	101019781	Municipal Center Heat System	06/25/2025	512.29	10-72-4000
Tot	al 2271:				512.29	
4071						
4071	HP Civil, Inc.	20-009C #9	Water Treatment Project	06/06/2025	479,949.50	51-78-8015
Tot	al 4071:				479,949.50	
101	al 407 1.				479,949.00	
1220	llunde Oustans Markinson, las	45000	Dublic Marke Consulta-		77.04	40.70.4000
1220	Hurd's Custom Machinery, Inc.	45260	Public Works Supplies	05/06/2025	77.31	10-72-4000
Tot	al 1220:				77.31	
2543						
2543	Industrial Source	2430848	Misc. P/W Supplies	05/31/2025	25.49	10-72-4000
Tot	al 2543:				25.49	
3432 3432	John Deere Financial	6099012	Sweeper	05/13/2025	45.13	11-45-3000
3432	John Deere Financial	6099020	Sweeper	05/14/2025	85.36	11-45-3000
3432	John Deere Financial	6109201	Sweeper	05/18/2025	253.84	11-45-3000
Tot	al 3432:				384.33	
3968 3968	Junction City	MAY 2025	Building/Electrical Permit Fees	05/31/2025	359.30	27-70-1000
3968	Junction City	MAY 2025	Building/Electrical Permit Fees	05/31/2025	15,844.19	26-70-1000

City of Ha	moourg	-	Payment Approval Report - Harrisburg Council Report dates: 6/1/2025-6/30/2025			Page: Jul 15, 2025 02:58P	
/endor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Accou Number	
Tot	al 3968:				16,203.49		
3990 3990 3990 3990 3990	Junction City Point S Junction City Point S Junction City Point S	1025618 1025618 1025618	Repairs Repairs Repairs	06/23/2025 06/23/2025 06/23/2025	8.92 8.92 8.91	11-45-2100 51-73-2100 52-73-2100	
	al 3990:				26.75		
040							
048 4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	367.28	10-63-2200	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	34.73	10-63-2300	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	8.20	10-63-2300	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	58.99	10-60-2300	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	65.00	23-70-2500	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	19.10	23-70-2500	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	20.17	52-65-3300	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	236.88	10-72-4000	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	13.60	51-65-4600	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	13.60	52-65-4600	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	175.48	10-72-6700	
4048 4048	KeyBank Key Card KeyBank Key Card	MAY 2025 MAY 2025	Misc Credit Card Charges Misc Credit Card Charges	05/30/2025 05/30/2025	51.35 27.65	10-42-2800 10-42-2800	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	1,400.00	10-42-2000	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	158.48	10-63-2300	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	33.00	10-91-9900	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	20.18	51-65-3300	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	5.99	10-72-4000	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	206.97-	52-73-2100	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	558.22	10-63-2200	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	33.00	10-91-9900	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	78.76	10-60-2300	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	297.00	10-91-9900	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	306.00	61-70-7600	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	306.00	61-70-7600	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	306.00	61-70-7600	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	306.00	61-70-7600	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	306.00	61-70-7600	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	306.00	61-70-7600	
4048	KeyBank Key Card	MAY 2025 MAY 2025	Misc Credit Card Charges	05/30/2025	28.96	24-60-3050	
4048 4048	KeyBank Key Card KeyBank Key Card	MAY 2025 MAY 2025	Misc Credit Card Charges Misc Credit Card Charges	05/30/2025 05/30/2025	412.50 13.89	10-41-3000 24-60-3050	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	51.50	24-60-3050	
4048	KeyBank Key Card	MAY 2025 MAY 2025	Misc Credit Card Charges	05/30/2025	593.55	24-60-3030	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	17.99	24-60-2000	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	36.96	10-60-2300	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	33.98	10-60-2300	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	25.00	10-53-2200	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	88.46	24-60-3050	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	20.00	10-37-2100	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	19.99	24-60-3050	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	37.88	23-70-2500	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	110.00	10-72-6700	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	548.22	10-63-2200	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	15.00	10-53-2200	
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	15.00	10-53-2200	

City of Ha	rrisburg		Approval Report - Harrisburg Counce eport dates: 6/1/2025-6/30/2025	il	Jı	Page: ul 15, 2025_02:58PN
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
4048	KeyBank Key Card	MAY 2025	Misc Credit Card Charges	05/30/2025	25.00	10-53-2200
Tota	al 4048:				7,399.57	
3819						
3819	Linn County Treasurer	APRIL 2025	Court Revenue Payout	04/30/2025	256.00	10-42-2200
3819	Linn County Treasurer	MAY 2025	Court Revenue Payout	05/31/2025	187.00	10-42-2200
Tota	al 3819:				443.00	
2489						
2489	Lori Ross	6.15.25 PER DI	Per Diem	06/02/2025	184.00	10-63-2200
2489	Lori Ross	62420251	Reimbursement	06/24/2025	80.81	10-63-2300
Tota	al 2489:				264.81	
2644						
2644	Net Assets	54-202505	Lien Searches	06/02/2025	93.00	10-53-2250
Tota	al 2644:				93.00	
1102						
1102	NW Natural Gas Co.	JUNE 2025	Utilities	06/10/2025	23.34	10-69-2000
1102	NW Natural Gas Co.	JUNE 2025 PU	Utilities	06/12/2025	55.57	52-65-2700
1102	NW Natural Gas Co.	JUNE 2025 PW	Utilities	06/10/2025	34.21	51-65-2700
Tota	al 1102:				113.12	
4083 4083	NW Trucking Academy, Inc.	CHP	ELDT Class B Training	05/29/2025	2,000.00	11-44-5050
Tota	al 4083:				2,000.00	
1245 1245	One Call Concepts, Inc.	5050374	Locates	05/31/2025	20.79	51-65-4600
1245	One Call Concepts, Inc.	5050374	Locates	05/31/2025	20.79	52-65-4600
Tota	al 1245:				41.58	
1582						
1582	Oregon Cascades West COG	FY 24-25 MOW	Senior Meals	06/12/2025	500.00	10-66-2100
Tota	al 1582:				500.00	
1033						
1033	Oregon Department of Revenue	APRIL 2025	Court Revenue Payout	04/30/2025	1,245.00	10-42-2200
1033	Oregon Department of Revenue	MAY 2025	Court Revenue Payout	05/31/2025	1,220.00	10-42-2200
Tota	al 1033:				2,465.00	
3096						
3096	Pacific Office Automation	385349	Telephone	06/19/2025	120.64	52-65-3500
3096	Pacific Office Automation	385349	Telephone	06/19/2025	120.64	51-65-3500
3096 3096	Pacific Office Automation Pacific Office Automation	385349 385349	Telephone	06/19/2025 06/19/2025	35.21 120.65	24-60-2500 10-69-3500
3096 3096	Pacific Office Automation	385349 5034763925	Telephone Copier Contract	06/19/2025	120.65	10-69-3500 52-74-2000
			· b			

3096 Total 3 079 1079 1079	Pacific Office Automation Pacific Office Automation					Numbe
Total 3 079 1079 1079	Pacific Office Automation	5034763925	Copier Contract	06/14/2025	345.01	40-67-8000
079 1079 1079		5034763925	Copier Contract	06/14/2025	162.23	10-60-2100
1079 1079	3096:				1,228.86	
1079						
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	57.92	52-65-2600
1079	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	25.12	10-69-2500
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	8.44	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	12.88	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	25.73	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	83.64	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	412.33	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	46.70	11-44-2000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	5,991.74	51-65-2600
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	874.45	51-65-2600
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	50.66	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	1,056.08	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	44.87	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	141.52	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	231.06	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	21.74	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	24.95	25-65-2500
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	43.79	25-65-2500
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	83.91	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	59.11	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	15.03	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	390.85	10-69-3000
	Pacific Power & Light Company	JUNE 2025 JUNE 2025	UTILITIES UTILITIES	06/17/2025 06/17/2025	1,016.08 50.55	52-65-2600 52-65-2600
	Pacific Power & Light Company Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	23.21	52-65-2600
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	51.37	52-65-2600
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	69.39	10-72-6700
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	294.35	25-65-2500
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	21.74	10-69-2500
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	28.18	10-69-2500
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	57.33	10-69-2500
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	428.85	10-69-2500
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	51.86	52-65-2600
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	99.03	52-65-2600
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	42.76	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	90.20	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	22.43	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	17.77	10-69-3000
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	109.06	51-65-2600
	Pacific Power & Light Company	JUNE 2025	UTILITIES	06/17/2025	386.74	10-69-2500
Total ²	1079 [.]				12,563.42	
814	Potorson CAT	SW/20102205	Dublia Works Sumplies	06/00/0005	454 60	51 65 0500
	Peterson CAT Peterson CAT	SW29103295 SW29103295	Public Works Supplies Public Works Supplies	06/23/2025 06/23/2025	451.60 451.60	51-65-2500 52-65-2500
Total ⁻	1814:				903.20	

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		Re	eport dates: 6/1/2025-6/30/2025		JL	Il 15, 2025 02:5	
/endor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Accou Number	
Tot	al 3582:				102.79		
2124 2124	Skip Tracer & Lads	17123	Misc. P/W Expense	05/27/2025	2,200.17	10-72-6700	
2124	Skip Tracer & Lads	17145	Misc. P/W Expense	06/10/2025	12,951.99	11-60-7800	
Tot	al 2124:				15,152.16		
8999							
3999	South Valley Automotive \$ Custo	15979	Vehicle Repair	06/13/2025	1,362.51	11-45-2100	
3999	South Valley Automotive \$ Custo	15979	Vehicle Repair	06/13/2025	1,362.50	51-73-2100	
3999	South Valley Automotive \$ Custo	15979	Vehicle Repair	06/13/2025	1,362.50	52-73-2100	
Tot	al 3999:				4,087.51		
927							
2927	Staples Business Advantage	6032556223	Office Supplies	05/23/2025	39.68	10-60-2300	
2927	Staples Business Advantage	6032556223	Office Supplies	05/23/2025	39.67	51-74-2400	
2927	Staples Business Advantage	6032556223	Office Supplies	05/23/2025	39.68	52-74-2400	
2927	Staples Business Advantage	6033845190	Office Supplies	06/03/2025	61.41	10-60-2300	
2927 2927	Staples Business Advantage Staples Business Advantage	6033845190 6033845190	Office Supplies Office Supplies	06/03/2025 06/03/2025	61.39 61.40	51-74-2400 52-74-2400	
Tot	al 2927:				303.23		
1144							
1144	Suzan Jackson	252	Janitor Services	05/31/2025	1,180.00	10-72-4100	
Tot	al 1144:				1,180.00		
3243							
3243	Synergy Security Solutions	16561	City Hall Monitoring	06/01/2025	444.00	10-72-4000	
3243	Synergy Security Solutions	16562	Municipal Center Monitoring	06/01/2025	588.00	10-72-4000	
3243	Synergy Security Solutions	16563	Sewer Plant Security Monitoring	06/01/2025	444.00	52-65-3000	
3243	Synergy Security Solutions	16564	Water Plant Security Monitoring	06/01/2025	444.00	51-65-3000	
Tot	al 3243:				1,920.00		
4082 4082	Timborling Flastria Inc	0000004	Flastician	06/15/2025	1 775 00	51-65-4150	
4062	Timberline Electric Inc	0000094	Electician	00/15/2025	1,775.00	51-05-4150	
Tot	al 4082:				1,775.00		
2 052 2052	Tri-County	20250625-1	Summer Sounds	06/26/2025	2,100.00	23-70-6850	
						_2.00000	
IO	al 2052:				2,100.00		
663 3663	Water Pofunda	#1026.06	Litility Billing Overneyment	06/02/2025	24.00	01 1075	
3663 3663	Water Refunds Water Refunds	#1036.06 #1036.06A	Utility Billing Overpayment Utility Billing Overpayment	06/03/2025 06/13/2025	34.08 53.09	01-1075 01-1075	
3663	Water Refunds	#1030.06A #115.02	Utility Billing Overpayment	06/24/2025	56.85	01-1075	
3663	Water Refunds	#11817.03	Utility Billing Overpayment	05/30/2025	65.57	01-1075	
3663	Water Refunds	#412.01A	Utility Billing Overpayment	06/24/2025	.00	01-1075	

City of Ha	rrisburg		Approval Report - Harrisburg Council eport dates: 6/1/2025-6/30/2025		Ju	Page: Il 15, 2025 02:58P
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Tota	al 3663:				255.18	
2021 2021	Water Resources Department	HARRISBURG	Plan Review Fee	06/16/2025	2,450.00	51-71-2100
Tota	al 2021:				2,450.00	
1239						
1239	WECO	CP-00312542	PW Gas Exp	05/31/2025	421.16	11-45-2000
1239	WECO	CP-00312542	PW Gas Exp	05/31/2025	491.35	51-73-2000
1239	WECO	CP-00312542	PW Gas Exp	05/31/2025	491.35	52-73-2000
Tota	al 1239:				1,403.86	
045 4045	Wilbur-Ellis Company LLC	17180997	PW Misc Supplies	05/22/2025	625.76	11-43-4000
		11100001		00/22/2020		
Total 4045: Grand Totals:					625.76	
					608,015.94	
	ated:			Payment Appro Expense Acco		
				Fund Number	CI	Number Aco
City Co	uncil:		Canaral Fund	10		XX- XXXX
			General Fund	10		XX- XXXX
			Street Fund	23		XX- XXXX
			CED Fund	23		XX- XXXX
			Library Fund	25		XX- XXXX
			Storm Fund			XX- XXXX
			Building Permit Fund	26		XX- XXXX
			Electrical Permit Fund	27		XX- XXXX
			Debt Services Fund	30		
			Office Equip. Fund	40		XX- XXXX
			Equipment Fund	41		XX- XXXX
City Reco	order:		Water Fund	51		XX- XXXX
City Treas	surer:		Sewer Fund Sewer Resv Fund	52 56		XX- XXXX XX- XXXX
			Sewer Resv Fullu	50	-0C	VV- VYXX
Report Cri	iteria:					

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

Collections Report - Monthly Summary Report Dates: 06/01/2025 - 06/30/2025

	Code	Description	Count	Amount	GL Account
Co	urt Costs				
	AF	ATTORNEY FEE	2	51.78	
	CF	COLLECTION FEE	8	605.90	
	COSTS	COURT COSTS	3	66.50	
	DEF-ADJUD	DEF ADJUDICATION	15	1,954.10	
	LPF	LATE PAYMENT FEE	15	174.18	
	PA	PAYMENT ARRANGEMENT- FEE	7	28.62	
	SCF	SHOW CAUSE FEE	3	15.29	
	SUSP	SUSPENSION FEE	9	53.08	
	WF	WARRANT FEE	14	130.39	
	Total Court C	osts:	76	3,079.84	
Fin	es				
	DISM	CHARGE DISMISSED	2	20.55	
	GBD	GUILTY BY DEFAULT	53	2,578.45	
	GUILTY	FOUND GUILTY	24	1,559.43	
	Total Fines:		79	4,158.43	
Su	charges				
	COUNTY	COUNTY ASSESSMENT	6	96.00	
	STATE	STATE ASSESSMENT	22	760.00	
	Total Surchar	ges:	28	856.00	
	Grand Totals		183	8,094.27	

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7.

Report Criteria:

Case.Violation date = 06/01/2025-06/30/2025

Agency	Case Number	Citation Numbers	Violation Date	Primary Offense	Location
COBURG PD	25-T-0155	1110	06/01/2025	VD SPEED 11-20 MPH; EXPIRED REGISTRATION	DIAMOND HILL & CRIMSON WAY
LCS	25-T-0156	231001	06/06/2025	FAIL TO CARRY PROOF OF INSURANCE	599 LASALLE ST & S. 6TH ST
LCS	25-T-0157	231067	06/12/2025	FAIL TO CARRY PROOF OF INSURANCE	100 N 3RD ST & SMITH ST
LCSO	25-C-0005	231110	06/17/2025	ILLEGAL PARKING-GRAVEL BAR	175 N. 1ST ST
LCSO	25-M-0017	231120	06/18/2025	DRIVE WHILE SUSPENDED - MISD	899 DIAMOND HILL DR & N. 9TH ST
LCSO	25-T-0158	231130	06/19/2025	EXPIRED VEHICLE REGISTRATION	599 TERRITORIAL & N. 6TH ST
LCSO	25-T-0159	231134	06/19/2025	DRIVE WHILE SUSPENDED/REVOKED; FTC PROOF INS	31225 DIAMOND HILL & POWERLINE RD
COBURG PD	25-T-0162	200099	06/20/2025	ILLEGAL WINDOW TINTING	3RD ST & SMITH ST
LCS	25-T-0160	231154	06/21/2025	DRIVING WHILE UNINSURED	599 LASALLE ST & S. 6TH ST
LCS	25-T-0161	231183	06/23/2025	FAIL TO STOP AND REMAIN STOPPED FOR PEDESTRIAN	199 TERRITORIAL ST & N. 2ND ST
LCS	25-T-0165	231214	06/25/2025	DRIVING WHILE UNINSURED	599 LASALLE ST & S. 6TH ST
LCS	25-T-0164	231228	06/26/2025	EXPIRED VEHICLE REGISTRATION	599 LASALLE ST & S. 6TH ST
LCS	25-T-0163	231229	06/26/2025	FAIL TO REGISTER VEHICLE	599 LASALLE ST & S. 6TH ST
LCSO	25-T-0171	231247	06/27/2025	EXPIRED VEHICLE REGISTRATION	299 FOUNTAIN ST & S. 3RD ST
COBURG PD	25-T-0166	200119	06/28/2025	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & SOMMERVILLE
COBURG PD	25-T-0167	200120	06/28/2025	VIOLATING DESIGNATED SPEED 11-20 MPH	6T ST & SOMMERVILLE LP
COBURG PD	25-T-0168	200121	06/28/2025	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & SOMMERVILLE LP
COBURG PD	25-T-0170	1111	06/29/2025	VIOLATING DESIGNATED SPEED 11-20 MPH	S. 6TH ST & SOMMERVILLE
COBURG PD	25-T-0169	200617	06/29/2025	VIOLATING DESIGNATED SPEED 21-30 MPH	S. 6TH ST & PRICEBORO

Grand Totals:

19 CITATIONS ISSUED FOR A TOTAL OF 21 OFFENSES.

Monthly Code Enforcement Report June 2025

Area/Location:	Issue:	Action(s) taken:
8 th & Burton	Junk/Nuisance Vegetation	Found guilty in court, fine and required cleanup,
		60 days to cleanup, status check in 90 days.
End of Emily Ln	RV stored on street	Vehicle gone briefly, returned, "clock" restarted
N 7 th St	Inoperable Vehicles/Junk	Some cleanup done, vehicles moved JUST
		enough to restart the clock, monitoring
4th & Schooling	Vehicles & Vegetation	Building documentation
9 th & Greenway	Junk	Improved enough to be in compliance
End of Applegate PI	Vehicles in front yard	Vehicles moved often enough to technically be
		In compliance
Erica Way	Trailers on street	Trailers moved often enough to be in compliance
End of Heckart Ln	Vehicle on street	Resolved, vehicle removed by resident
S. 9 th St	Vehicle on street	Vehicle moved long enough to be in compliance,
		but returned, monitoring
6 th & Quincy	Vegetation	Resolved

Overall narrative:

Main topics of concern recently are long-term parking of vehicles on the street, vegetation/junk, and basketball hoops on streets and sidewalks. LCSO and Coburg PD are being provided with Code Enforcement "focus areas" as well. Previous actions and resolutions seem to be getting noticed as some prior areas of concern have been improving. Code Enforcement has also substantially increased their visibility with regular follow up/patrols and face-to-face contact with Harrisburg citizens (the "Let's All Be Good Neighbors for a Great Harrisburg" approach).

With the Summer events and fire season upon us, Code Enforcement will be stepping up vegetation/junk notifications.