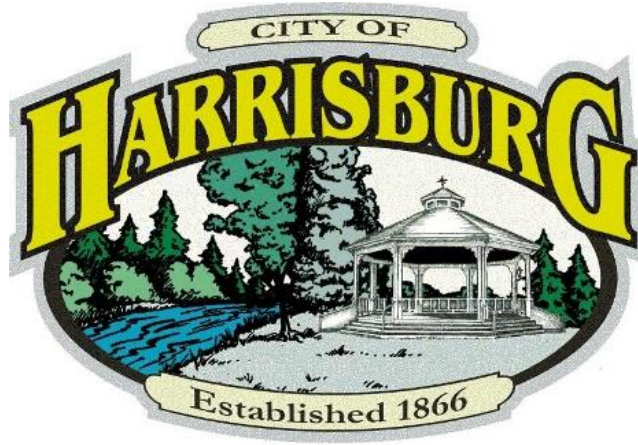




City Council Agenda  
October 13, 2026  
6:30 PM

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Mayor: Robert Duncan  
Council President: Mike Caughey  
Councilors: Kimberly Downey, Cindy Knox, Dana Henry, Jeremy Moritz  
and Dan Meyers  
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. *The City Hall Council Chambers are handicapped accessible. Persons with disabilities wishing accommodations, including assisted listening devices, sign language assistance or interpreter services are requested to contact the City Recorder, 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 does not apply to an emergency meeting as per ORS 192.630(5).*
3. *If you wish to testify, and are unable to attend, please contact the City Recorder to be placed on a Conference Call list during the meeting.*
4. *The City of Harrisburg does not discriminate against individuals with disabilities and is an equal opportunity provider.*
5. *For more information regarding items of discussion on this agenda, or to be added to our email distribution list please contact City Recorder Lori Ross, at 541-995-6655 or at [lross@ci.harrisburg.or.us](mailto:lross@ci.harrisburg.or.us).*

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

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

**NEW BUSINESS**

**1. THE MATTER OF REVIEWING A PROPOSED AGREEMENT WITH LUMEN**

**STAFF REPORT:**

Exhibit A: Proposed Agreement Draft

Exhibit B: Ordinance No. 980

**ACTION: INFORMATION ONLY**

**2. THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE SMALL MUNICIPALITY ADVOCACY COALITION (SMAC)**

**STAFF REPORT:**

Exhibit A: SMAC Packet

**ACTION: MOTION TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO SIGN THE IGA WITH SMAC**

**3. THE MATTER OF CONSIDERING A FUTURE AMENDMENT TO HMC 10.05.140**

**STAFF REPORT:**

Exhibit A: HMC 10.05.140

Exhibit B: Springfield parking code & ORS 811.570

Exhibit C: 6th Place Cul-de-sac

**ACTION: PROVIDE CONSENSUS ON WHETHER STAFF SHOULD MODIFY CURRENT CODE STANDARDS**

**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.

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

**STAFF REPORT:**

Exhibit A: City Council Minutes for August 11, 2026 & August 25, 2026

Exhibit B: Payment Approval Report for September 2026

Exhibit C: Municipal Court Collections Report for September 2026

Exhibit D: Municipal Court Citation Report for September 2026

Exhibit E: Code Enforcement Report for September 2026

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

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

**City Council Minutes for August 11, 2026, and August 25, 2026**

**The Payment Approval Report for September 2026**

**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

- Big Pond-Eagle Park
- Scarecrow Contest
- Auditor
- Website Improvement/Cost Increase

**OTHER ITEMS**

**ADJOURN**

Agenda Bill

**Harrisburg City Council**

Harrisburg, Oregon

THE MATTER OF REVIEWING A PROPOSED AGREEMENT WITH LUMEN

STAFF REPORT:

- Exhibit A: Proposed Agreement Draft
- Exhibit B: Ordinance No. 980

ACTION:

INFORMATION ONLY

THIS AGENDA BILL IS DESTINED FOR: Agenda – October 13, 2026

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

STAFF RECOMMENDATION:  
Staff recommends the City Council review the agreement

BACKGROUND INFORMATION:  
The Lumen/Qwest/Century Link Ordinance ends as of the end of the year in 2026. Staff was concerned about this particular franchise, as there has been a 79% drop in revenue shown over a 8 year period. It's a small franchise, which in 2018, accounted for only \$5,000. Nevertheless, all revenues are important to a small city.

Staff asked the City Attorney to review the ordinance, and update it, as it had last been reviewed by the previous City Attorney. She shared her concerns in relation to revenues, and was pleased that the City of Albany had recently dealt with this same issue. They suggested a minimum amount of payment of revenue to the City, which would cover the City for staff time taken in reviewing right-of-way work, and for time spent on reviewing the accounting. This amount would apply if gross revenues continue to decline. Lumen is now moving towards a digital infrastructure that serves the AI economy, so the City needs a methodology that could continue to generate revenue. Council can review **Exhibit A** for a copy of the revised agreement, and **Exhibit B** shows the existing agreement.

The fee is charged based on a once a quarter payment. The \$750 amount was suggested by the City Attorney, and would generate \$3,000 a year in revenue, unless gross revenue were to be increased. The City last received \$3,000 from Lumen in 2020; they might counter offer at a smaller amount, considering the last two years of revenue is only \$2,708. A \$625 payment per quarter would still generate \$2,500 in revenue, and would certainly be more useful to the City than the small amount we have currently collected in 2026. (\$1,066).

Ironically, the Lumen representatives the City worked with previously have moved to different companies, so courtesy of Staff in Albany, Staff has a new representative to initially reach out to. Council has the opportunity to review the agreement, and can let Staff know if they see any issues with the language used in the new agreement.

REVIEW AND APPROVAL:



10/07/2026

Michele Eldridge      Date  
City Administrator

**ORDINANCE NO. XXXX**  
**TELECOMMUNICATIONS AGREEMENT**  
 Between the City of Harrisburg and \_\_\_\_\_

**GENERAL PROVISIONS**

This TELECOMMUNICATIONS FRANCHISE AGREEMENT ("Agreement") is made and entered into by and between the City of Harrisburg, an Oregon municipal corporation ("City" or "Grantor"), and \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_", a telecommunication company qualified to do business in Oregon, hereinafter referred to as ("Franchisee" or "Grantee") and (collectively referred to herein as the "Parties").

**RECITALS**

1. Pursuant to federal law and state statutes the City is authorized to grant non-exclusive franchises to occupy the City's Rights-of-Way or other public property in order to construct, operate, use and maintain telecommunications service, gas service, electricity and other public utilities, within the municipal boundaries of the City of Harrisburg ("Franchise Area"); and.
2. Notwithstanding the foregoing, the Franchise Administrator or his/her designee shall have the authority to prescribe which public ways will be used and the location of communications facilities within the public way as may be reasonably necessary to minimize public inconvenience; and
3. The City has found that the Franchisee meets all lawful requirements to obtain a franchise, and therefore the City approves the Franchisee's application for a Telecommunications Service franchise within the City.

**AGREEMENT**

**SECTION 1. FRANCHISE GRANTED.**

1.1 The City of Harrisburg, hereinafter referred to as "City", hereby grants to \_\_\_\_\_, a limited liability company authorized to conduct business in Oregon, hereinafter referred to as "Franchisee", the non-exclusive right and privilege to occupy the City's Rights-of-Way for the purpose of construction, use, operation, and maintenance of a Telecommunications System. Franchisee shall use its Telecommunications System solely to provide Telecommunications Services (as defined in ORS 759.005(8)), private telecommunication network (as defined in ORS 759.005(4)) service, and internet access service (as defined in ORS 305.822(1)(b)) within the City and to place, erect, lay, maintain, and operate in, upon, over and under streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City (collectively, "Public Ways"), poles, wires, conduits, cabinets, appurtenances, and other appliances and conductors (collectively, "Facilities") for all communication purposes.

1.2 This Agreement and the grant of authority conferred herein are not exclusive. The City reserves the right to grant the authority to others to use the Franchise Area during the term of this Agreement. The Franchisee shall respect the rights and property of the City and other authorized users of the Rights-of-Way. This Agreement does not confer on Franchisee any right, title or interest in any Right-of-Way beyond that expressly conferred herein. This Agreement does not confer any right or privilege to use or occupy any other property of the City or any other entity.

1.3 Nothing in this Agreement shall be construed to prevent the City from constructing sanitary and storm sewers; from grading, paving, repairing or altering any Right-of-Way or from constructing, installing,

repairing or removing water mains or any other public work or improvement. If any of the Franchisee's Telecommunications System interferes with the work described in this subsection, the Franchisee's Telecommunications System shall be removed or replaced according to Section 4 of this Agreement.

## **SECTION 2. RULES OF CONSTRUCTION; DEFINITIONS.**

2.1 Throughout this Agreement, captions are intended solely to facilitate reading and reference and shall not affect the meaning and interpretation of this Agreement.

2.2 When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" will always mean mandatory and not merely directory.

2.3 For the purpose of this Agreement, the following terms, phrases, and their derivations shall have the meanings given below unless the context indicates otherwise.

2.3.1 "City" means the City of Harrisburg, Oregon and the area within its boundaries as extended in the future.

2.3.2 "Conduit" is an electrical raceway for the enclosure of electrical conductors and may consist of rigid conduit of electrical metallic tubing or plastic tubing.

2.3.3 "Council" means the legislative body of the City.

2.3.4 "Customer," "user" or "subscriber" shall mean any person or entity lawfully receiving telecommunications service.

2.3.5 "Facility" means any tangible component of the Franchisee's Telecommunications System including, but not limited to, fiber, wires, cables, pipes, mains, ducts, conduits, vaults, pedestals, poles, antennas, power boxes, cabinets and electronic equipment.

2.3.6 "Franchise Administrator" means the City Administrator or designee of the City of Harrisburg.

2.3.7 "Franchisee" means \_\_\_\_\_, its successors, legal representatives, or assigns.

2.3.8 "Gross Revenues" means any and all revenue in whatever form, grant, subsidy, exchange, or otherwise directly or indirectly received by the Franchisee for Telecommunications Service provided to subscribers within the City of Harrisburg subject to all applicable limitations imposed by federal and/or state law.

2.3.9 "Local" means Linn County, Oregon.

2.3.10 "May" is permissive.

2.3.11 "Minimum Annual Franchise Fee" means the minimum amount paid to the City of Harrisburg under this Agreement.

2.3.12 "Person" includes an individual, corporation, association, firm, partnership, and joint stock company.

2.3.13 "Private Telecommunications Network" means a system for the provision of telecommunications service or any portion of telecommunications service, including the

construction, maintenance or operation of the system, by a person for the exclusive use of that person and not for resale, directly or indirectly.

2.3.14 “Public Place” includes any City-owned park, place, facility, or grounds within the City that is open to the public but does not include a street or bridge.

2.3.15 “Radio Common Carrier” means any corporation, company, association, joint stock association, partnership and person, their lessees, trustees or receivers and any town making available facilities to provide radio communications service, radio paging or cellular communications service for hire.

2.3.16 “Rights-of-Way” means the surface of, and the space above and below, any street, road, alley, highway, sidewalk, utility easement, public square, public park, or other public place owned or otherwise held by the City.

2.3.17 “Service Area” means the legal boundaries of the City and including any areas annexed during the term of the franchise.

2.3.18 “Street” includes the surface, the air space above the surface, and the area below the surface of any public street, alley, avenue, road, boulevard, thoroughfare, or public highway, other public right-of-way, including public utility easements, but does not include a bridge or public place.

2.3.19 “Shall” is mandatory.

2.3.20 “Technical Facilities” or “Facilities” shall mean all real property, equipment, and fixtures used by Franchisee in the distribution of its services through its system and includes, but is not limited to, poles, conduit, cables, wires, microwave transmitters, antennae, amplifiers, etc.

2.3.21 “Telecommunications Service” (as defined in ORS 759.05(8)) and means any service provided for a fee to the public, or to such class of users as to be effectively available to the public without regard to the facilities used to provide the telecommunications; and for the purpose of voice, video or data transmission, including, but not limited to, local exchange service, access service, extended area service, call origination, interconnection, switching, transport, call termination and/or any other telecommunications service identified and authorized by the Federal Communications Commission (“FCC”) or the Oregon Public Utility Commission. Telecommunications Service does not include any of the following: cable service as defined by 47 U.S.C. § 522; open video system service as defined in 47 C.F.R. § 76 (2009); private communications system services provided without using the public rights-of-way; over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the FCC or any successor thereto; direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act of 1996; or commercial mobile radio service as defined by 47 C.F.R. § 20.3 (2009).

2.3.22 “Telecommunications System” means all Facilities owned, leased, rented, maintained or used by Franchisee for the purpose of providing Telecommunications Service and located in, under and/or above Rights-of-Way.

### SECTION 3. EFFECTIVE DATE; TERM.

3.1 The effective date of this Agreement shall be the first day of the full calendar month following the date the ordinance takes effect (the “Effective Date”).

3.2 This Agreement, and all rights and obligations pertaining hereto, shall, subject to any applicable statutory or regulatory limitations on the maximum term allowed for public contracts, continue in full force and effect for an initial term of five (5) years, commencing on the Effective Date. Unless sooner terminated by either Party as set forth in subsection 28.1 below, at the end of the initial five (5) year term, this Agreement shall be reviewed by both Parties and must be in compliance with Oregon Revised Statute ("ORS") 221.460(2020).

#### SECTION 4. CONSTRUCTION; EXCAVATION; AND RELOCATION.

4.1 Franchisee shall maintain accurate and current records, maps, drawings, and geographic information system ("GIS") data identifying the location of all Facilities located within the City. Such records shall be maintained at an office within the State of Oregon and shall be made available for inspection by the City during regular business hours upon not less than five (5) business days' prior written notice. Upon request and without charge, Franchisee shall provide the City with current maps, drawings, and GIS data showing the location of all Facilities located within the Public Rights-of-Way. Within thirty (30) days following completion of construction, installation, relocation, replacement, abandonment, or removal of Facilities within the Public Rights-of-Way, Franchisee shall provide the City with accurate as-built documentation of the completed work. Such documentation shall include GIS data and, upon request, associated construction drawings or record drawings. The City shall maintain submitted maps, drawings, and GIS data as confidential to the extent permitted by Oregon Public Records Law and shall not disclose such information except as required by law or as reasonably necessary for the City's planning, engineering, public works, emergency response, or administration of this Agreement. GIS data shall:

4.1.1 Be provided in an electronic format specified by the City Engineer that is compatible with the City's GIS system, including but not limited to Esri File Geodatabase, Esri Shapefile, AutoCAD, or other format reasonably designated by the City;

4.1.2. Depict the horizontal and vertical location of all Facilities, including the approximate depth or elevation of underground facilities where reasonably attainable. Facilities include conduits, fiber, vaults, handholes, cabinets, poles, splice enclosures, and other appurtenances located within the Public Rights-of-Way;

4.1.3. Include attribute information reasonably requested by the City Engineer, including facility type, installation date, ownership, status (active, abandoned, or removed), and associated permit number, where available;

4.1.4. Be sufficiently accurate for municipal infrastructure planning, coordination, and utility conflict review, consistent with industry standards and the level of accuracy reasonably achievable for the method of installation; and

4.1.5. Reflect all changes resulting from future construction, relocation, replacement, abandonment, or removal of Facilities.

4.1.6 The City may prescribe reasonable technical standards and electronic submission requirements for GIS data to ensure compatibility with the City's mapping systems. Franchisee shall comply with such standards provided they are generally applicable to utilities occupying the Public Rights-of-Way.

The City will make available to Franchisee at no cost any relevant City-prepared maps or data.

4.2 Subject to applicable rules and regulations of the City, Franchisee may perform all excavations and other work necessary to construct, operate and maintain its Telecommunications System. All construction and maintenance of any and all Facilities within Rights-of-Way shall, regardless of who performs the excavation, installation and/or construction, are and shall remain the responsibility of the Franchisee. Franchisee shall

**Commented [ME1]:** This section allows for trenchless technology which minimizes impacts to ROW and amount of restoration required.

**Commented [ME2]:** Section 4.2 allows for a third-party reviewer and inspector.

apply for and obtain all permits necessary for excavation, installation and/or construction of any Facilities located in the Rights-of-Way and shall pay all applicable fees due for City permits. Franchisee must also give such notice as required by law to other franchisees, licensees or permittees of the City, and/or other units of government owning or maintaining facilities which may be affected by the proposed work.

4.3 Prior to beginning any excavation, installation, or construction work, Franchisee shall provide the City with Start of Work schedule, and permit number, if applicable. When Franchisee's work under its permit is completed, Franchisee shall provide the City with the total amount of Right-of-Way, measured linearly, occupied by Franchisee's Telecommunications System, and with a map showing the location of its installed Telecommunications System, as-built. Such "as-built" maps shall be in a form reasonably acceptable to the City Engineer.

4.4 All work by Franchisee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents. All of Franchisee's work under Sections 13 and 15 of this Agreement shall be done in strict compliance with all applicable laws, ordinances, rules and regulations of the City and the State of Oregon.

4.5 Within thirty (30) days of any change in location of Franchisee's Telecommunications System, Franchisee shall provide a map to the City Engineer, showing the location of Franchisee's Telecommunications System on whatever standard scale the City adopts for general use. The Franchisee shall also provide such maps in an electronic format acceptable to both the City and Franchisee.

4.6 In the event that emergency repairs to its Telecommunications System are necessary, Franchisee shall immediately notify the City of the need for such repairs. Franchisee may immediately initiate such emergency repairs and shall apply for appropriate permits the next business day following discovery of the emergency. Franchisee shall comply with all City ordinances and regulations relating to any excavations or construction undertaken during emergency repair work, including the payment of permits or license fees. If emergency work has been done in a manner or location unacceptable to the City, the City shall notify the Franchisee in writing. The Franchisee shall make all appropriate modifications and relocation within sixty (60) days of such written notice.

4.7 Franchisee shall comply with ORS 757.542 through ORS 757.562(2020) and the rules and regulations promulgated thereunder in making excavations.

4.8 The City shall have the right to require Franchisee to change the location of any of its Facilities located within the Rights-of-Way when public convenience and necessity requires such change, and the expense thereof shall be paid solely by Franchisee. Should Franchisee fail to remove or relocate any such Facilities by the date established by the City, which, except in the event of a public emergency, shall not be sooner than ninety (90) days after City's written notice to remove/relocate, the City may cause or effect such removal or relocation, and the expense thereof shall be paid by Franchisee, including all direct, indirect or consequential costs and expenses incurred by the City due to Franchisee's delay. If the City requires Franchisee to relocate any of its Facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Franchisee with an alternate location for such Facilities.

4.9 As permitted by applicable law, administrative rule, or regulation, the City may require Franchisee to remove and replace any overhead Facilities with underground Facilities at the same or different locations subject to Franchisee's engineering and safety standards. The expense of such a conversion shall be paid by Franchisee, and Franchisee may recover its costs from its customers in accordance with state laws and administrative rules or regulations. Nothing in this subsection prevents the City and Franchisee from agreeing to a different form of cost recovery consistent with applicable statutes and administrative rules or regulations on a case-by-case basis.

4.10 Franchisee's Telecommunications System shall be constructed and maintained in such manner as not to interfere with sanitary and storm sewers, water pipes, or any other property of the City, or with any

other pipes, wires, conduits or other facilities that may have been laid in the Rights-of-Way by the City or pursuant to the City's authority.

4.11 Upon Franchisee's acquisition of any Facilities located in the Rights-of-Way, or upon any addition or annexation to the City of any area in which Franchisee owns or controls any Facilities in the Rights-of-Way, the Franchisee shall submit to the City a written statement describing all Facilities involved, along with any documentation evidencing such acquisition and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Agreement upon acquisition or control by Franchisee.

4.12 The City may require Franchisee to temporarily remove and/or relocate Facilities located in any Right-of-Way by giving not less than thirty (30) days advance written notice to Franchisee. Prior to such removal and/or relocation, the City agrees to provide a suitable substitute location for such relocated Facilities to maintain service. The City will assist in acquiring any needed easements if required square footage is not available in the Rights-of-Way. The cost of removal and relocation of its Facilities to accommodate public projects shall be paid by Franchisee; however, when such removal and relocation are to be temporary and both the initial and the subsequent relocation are for public projects and not at the request of or to accommodate a private party, initial relocation costs shall be paid by Franchisee and the costs of subsequent relocations occurring less than two years after the initial relocation shall be paid by the City.

4.13 Nothing in this Agreement shall be construed in any way to prevent the City from excavating, grading, paving, planking, repairing, widening, altering, or doing any work in any Rights-of-Way consistent with National Electric Safety Code. The City shall coordinate any such work with Franchisee to avoid, to the extent reasonably foreseeable, any obstruction, injury or restriction on the use of any of Franchisee's Facilities. Nothing in this Section relieves Franchisee from its obligations set forth herein.

4.14 Prior to commencing any construction within the Public Rights-of-Way, Franchisee shall participate in a preconstruction meeting with the City Engineer or designee and any other parties deemed relevant by the City. The meeting shall include discussion of the construction schedule, traffic control measures, restoration requirements, inspection procedures, emergency contacts, communication protocols, and any other matters reasonably necessary to protect the public interest.

14.5 Franchisee shall designate a project manager with the authority to make binding decisions during construction and shall provide the City with twenty-four (24) hour emergency contact information. Franchisee shall immediately notify the City of any change in project management.

## **SECTION 5. STREET REPAIR – EXPENSE RESPONSIBILITY.**

5.1 Whenever Franchisee shall disturb any of the streets for the purpose aforesaid, it or they shall restore the same to good order and condition in accordance with the City of Harrisburg *Standard Construction Specifications* and the permit issued for the work as soon as practicable without unnecessary delay, and failing to do so, the City shall have the right to fix a reasonable time within which such repairs and restoration of streets shall be completed, and upon failure of such repairs being made by said company, its successors and assigns, the City shall cause such repairs to be made at the expense of Franchisee.

## **SECTION 6. RESTORATION OF RIGHTS-OF-WAYS.**

6.1 Whenever Franchisee disturbs the surface of any Right-of-Way for any purpose, Franchisee shall promptly restore the Right-of-Way to as good or better condition than it had been prior to such disturbance.

6.2 All restoration of Rights-of-Way surfaces shall be subject to the approval of the City Engineer who may issue an order requiring correction of the restoration work. If the correction order is not complied with within thirty (30) days or any other such later time as may be specified in the order, the City may restore

the surface of the Rights-of-Way, in which case Franchisee shall pay all reasonable costs of the restoration work to the City, including the resurfacing, inspection, supervision, and administrative costs of the resurfacing. If the City restores the surface of any Rights-of-Way under this subsection, Franchisee shall also pay for the cost of issuing the correction order. If the work by Franchisee creates a public safety hazard as determined by the City Engineer, Franchisee may be required to repair or restore such Right-of-Way within twenty-four (24) hours of such determination or within such time as otherwise agreed upon by the City Engineer and Franchisee.

6.3 Franchisee warrants all restoration work for a period of two (2) years following acceptance by the City. During the warranty period, Franchisee shall repair any settlement, cracking, pavement failure, sidewalk displacement, ADA deficiency, or other defect attributable to the Franchisee's work within thirty (30) days after written notice from the City or immediately if the City determines the condition presents a threat to public safety.

6.4 If the Franchisee fails to make required repairs, the City may complete the work and recover all costs, including construction, materials, inspection, engineering, legal, administrative expenses, and the City's indirect cost rate.

#### **SECTION 7. IMPROVEMENTS – UTILITY OBSTRUCTION PROHIBITED.**

7.1 The City reserves the right to construct, install, maintain, and operate any public improvement, work or facility, to do any work that the City may find desirable on, over, or under any street, bridge or public place, and to vacate, alter or close any street, bridge or public place. If City vacates any portion of the public way containing facilities, City shall reserve an appurtenant easement for public utilities within that vacated portion within which Franchisee may continue to operate existing facilities under the terms of this franchise for at least the remaining term as set forth in Section 3. Nothing in this chapter shall be construed in any way to prevent the proper authorities of the City from sewerage (sanitary and storm), providing water service, grading, planking, rocking, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares, and public highways, places and grounds within the City in or upon which the poles, wires or other conductors of Franchisee shall be placed, but all such work or improvements shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits, pipes, or other apparatus, and the moving of company facilities, where required due to such work by the City, will be done by Franchisee within 120 days of notice by the City without cost to the City. The Franchisee shall furnish maps or drawings to the City or contractor, as the case may be, showing the approximate location of all its structures in the area involved in such proposed work. Any such work done for or at the request of a private individual, entity, developer or development shall be done at the expense of such private individual, entity, developer or development.

#### **SECTION 8. EMERGENCY REMOVAL AND ALTERNATE ROUTING OF FACILITIES.**

8.1 If, at any time, in case of fire, disaster, or other imminent threat to public safety in the franchise territory, it shall become necessary in the reasonable judgment of the City to cut or move any of the wires, cables, amplifiers or other appurtenances to the system of the Franchisee, such cutting or moving may be done in a manner that minimizes disruption to Franchisee's services and facilities, and City shall provide prompt notice to Franchisee. Any repairs rendered necessary thereby shall be made by the Franchisee, at its sole expense; provided, that such repairs are not necessitated by a negligent act of the City, in which case costs for repairs shall be borne by the City. The City shall hold the Franchisee, its agents, employees, officers and assigns hereunder harmless from any claims arising out of the City's cutting or moving of Franchisee's facilities. In the event continued use of any street is denied to the Franchisee by the City for any reason, the Franchisee shall provide service to affected subscribers over such alternate routes as shall be determined by Franchisee within a reasonable period of time.

#### **SECTION 9. CABLES, WIRES – REARRANGEMENT – NOTICE.**

9.1 Whenever the City reasonably determines that the public interest requires that it is necessary to rearrange, remove, lower or raise the aerial cables or wires or other apparatus of the Franchisee to permit the passage of any building, machinery or other object, or to widen/realign City streets, or to make any other alteration or improvement which will require rearrangement of Franchisee's facilities or equipment, the said Franchisee will perform such rearrangement within a reasonable period after written notice from the City. Said notice shall bear the approval of such official as Council may designate and shall provide that the costs of such rearrangement shall be borne by any third persons whose activities create the need for rearrangement except that a request by the City of Harrisburg, on behalf of itself or any other unit of government, to rearrange aerial cables or wires or other apparatus of the Franchisee shall be accomplished by the Franchisee within 120 days at no cost to the City.

#### **SECTION 10. TREE TRIMMING.**

10.1 Subject to the provisions of this chapter, Franchisee may trim trees when necessary in public Rights-of-Way for the operation of the lines, wires, cables and antennas or other appurtenances, provided such trimming shall be done by competent employees, agents, or contractors; and it shall be done without cost or expense to the City.

10.2 Franchisee may prune or cause to be pruned, using proper arboricultural practices, any tree located in the Right-of-Way which substantially interferes with Franchisee's Telecommunications System if Franchisee gives no less than fourteen (14) days advance written notice to the City's Urban Forester, the City's Franchise Administrator, and any adjoining property owners. Such pruning work shall be the minimum amount required to alleviate the substantial interference with the operation of Franchisee's Telecommunications System. Any contractor engaged by Franchisee to perform work under this subsection must be approved by the City in advance of the performance of any work. Any wood, debris or other matter resulting from the pruning of trees shall be removed from the Right-of-Way on the same day pruning occurs.

#### **SECTION 11. USE OF POLES.**

11.1 The City reserves to itself the right at any time to use the poles and other installations of the Franchisee erected or installed under the authority granted in this chapter for any City-owned facilities of whatsoever nature, but it is agreed that such use shall not interfere with the Franchisee's use thereof. Franchisee shall not be required to own or operate any facilities the City is using if the Franchisee ceases to have a need therefor.

#### **SECTION 12. TEMPORARY RELOCATION AT THE REQUEST OF THIRD PARTIES.**

12.1 Whenever it is necessary to temporarily relocate or rearrange any Facility of Franchisee to permit the passage of any building, machinery or other object, Franchisee shall perform the work upon thirty (30) business days' written notice from the persons desiring to move the building, machinery or other object. The notice shall: (1) demonstrate that the third party has acquired any necessary permit from the City; (2) detail the route of movement of the building, machinery or other object; (3) provide that the person requesting the temporary relocation shall be responsible for Franchisee's costs; (4) provide that the requestor shall indemnify and hold harmless the City and Franchisee from any and all damages or claims resulting either from the moving of the building, machinery or other object or from the temporary relocation of Franchisee Facilities; and (5) be accompanied by a cash deposit or other security acceptable to Franchisee for the costs of relocation. Franchisee is not obligated to comply with any request to temporarily relocate or rearrange any Facility if the notice fails to meet any of the requirements in the previous sentence. The cash deposit or other acceptable security shall be in an amount reasonably calculated by Franchisee to cover Franchisee's costs of temporary relocation and restoration. Franchisee may, in its sole discretion, waive the cash deposit or other acceptable security requirement.

#### **SECTION 13. RIGHT-OF-WAY VACATION.**

13.1 If any Right-of-Way or portion thereof used by Franchisee is vacated by the City during the term of this Agreement, Franchisee shall, without expense to the City, remove its Telecommunications System therefrom and restore, repair or reconstruct the Right-of-Way or portion thereof in as good or better condition as before the removal, unless the City Council specifically reserves to Franchisee the right to continue to use the vacated Right-of-Way. In the event of failure, neglect or refusal of Franchisee, after ninety (90) days' notice by the City, to restore, repair, reconstruct, improve or maintain such vacated Right-of-Way, the City may perform such work or cause such work to be performed. The direct, indirect, and consequential costs thereof, as a result of the Franchisee's delay, as determined by the City Council, shall be entered in the Docket of City Liens against any property of Franchisee, and such lien shall be enforced in like manner and with like effect as other liens entered in such docket. In the event of vacation under this Section, the City shall cooperate with Franchisee to identify alternative locations within the Rights-of-Way for placement of Franchisee's Facilities.

#### **SECTION 14. MAINTENANCE OF FACILITIES.**

14.1 Franchisee shall be solely responsible for performing all required maintenance and improvements to its Telecommunications System and for installing all safeguards reasonably necessary to prevent injury to any person, or to any publicly or privately owned property, and Franchisee shall be solely responsible for all costs thereof. Franchisee shall not construct its Telecommunications System in a manner that requires any of its customers to install cables, ducts, conduits or other facilities in, under, or over the Rights-of-Way. Franchisee shall be responsible, at its own expense, for repairing any trench settlement or other paving defect resulting from the installation of Facilities in the Rights-of-Way.

#### **SECTION 15. DISCONTINUED USE OF FACILITIES.**

15.1 Whenever Franchisee intends to permanently discontinue use of part or all its Telecommunications System, Franchisee shall submit a completed application to the City Engineer for approval, describing the Facility or Facilities involved and the date on which the Franchisee intends to discontinue its use. Franchisee may remove the Facility or request that the City permit the Facility to remain in place, which permission shall be *in the sole discretion of the City*. If Franchisee is permitted to abandon its Facilities in place as evidenced by written consent from the City, Franchisee shall submit to the City a deed or other form of documentation acceptable to the City Attorney transferring ownership of such Facilities in the Rights-of-Way to the City.

15.2 After the transfer of ownership is complete, the Franchisee shall have no further obligation or the Facilities. Notwithstanding Franchisee's request that any such Facility remain in place, the City Engineer may require the Franchisee to remove the Facility from the Rights-of-Way, or modify the Facility, or a combination of both, in order to protect the public health and safety, or otherwise serve the public interest. Franchisee shall complete such removal or modification in accordance with a schedule set by the City Engineer. Until the City consents to Franchisee's abandonment, or Franchisee removes or modifies the Facility as directed by the City Engineer, or until the rights to and responsibility for the Facility are accepted by another person or entity having authority to construct and maintain such Facilities, Franchisee shall be responsible for all necessary repairs and relocations of the Facilities, as well as restoration of the public Rights-Of-Way, in the same manner and degree as if the Facilities were in active use. Franchisee shall also retain all liability for such Facilities.

15.3 In the event Franchisee vacates or abandons a pole, Franchisee shall provide written notification at least thirty (30) business days prior to vacation or abandonment of the pole to the City, and all other utilities sharing the pole through a joint use agreement. Franchisee agrees to promptly notify other utilities when Franchisee's attachments have been removed or relocated and other utilities shall remove or relocate their attachments. The Franchisee also agrees to require through its joint use agreements that other utilities remove or relocate their attachments within thirty (30) business days following notice by the Franchisee that said attachments shall be moved. Upon complete removal of lines, Franchisee shall remove the abandoned pole if owned by Franchisee.

## **SECTION 16. HAZARDOUS SUBSTANCES.**

16.1 Franchisee shall comply with all applicable state and federal laws, statutes, regulations and orders concerning hazardous substances relating to Franchisee's Telecommunications System in the Rights-of-Way. For purposes of this Section, "Hazardous Substances" shall have the meaning given by ORS 465.200(16)(2020).

16.2 Upon reasonable notice to Franchisee and in the presence of an authorized representative of Franchisee, the City may inspect Franchisee's facilities in the Right-of-Way to determine if any release of Hazardous Substances has occurred, or may occur, from or related to Franchisee's Telecommunications System.

16.3 In removing or modifying any of its Facilities as provided in this Agreement, Franchisee shall also remove all residue of Hazardous Substances in compliance with applicable environmental clean-up standards related thereto.

16.4 City and Franchisee expressly acknowledge that the City shall have no liability whatsoever for any claims, damages or harm caused by or related to the existence or release of Hazardous Substances in or by Franchisee's Telecommunications System, or for Franchisee's failure to adequately address or clean up such Hazardous Substances. Franchisee shall indemnify City for any claims, damages or harm according to the requirements set forth in Section 26.3 of this Agreement.

## **SECTION 17. PERFORMANCE; COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.**

17.1 At all times during the term of this franchise, Franchisee shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of Oregon, and the City of Harrisburg, including all agencies and subdivisions thereof. Franchisee shall be subject to the lawful exercise of the police power of the City of Harrisburg and to such reasonable regulations of general applicability as the City may from time to time hereafter by resolution or ordinance provide insofar as such regulations or ordinances do not materially alter or impair the rights and obligations of Franchisee and are adopted pursuant to the lawful police power of the City, and are adopted and enforced in a reasonable, uniform, and nondiscriminatory manner. No provision of this franchise shall be construed as a waiver of local, State or Federal law, or as a limit of liability.

17.2 Franchisee shall at all times keep and maintain all of its poles, fixtures, conduits, wires, and its entire system in good state of repair and shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its facilities, in a safe and workmanlike manner so as not to present a danger to the public or the City.

17.3 The location, construction, extension, installation, maintenance, removal and relocation of the facilities of the Franchisee shall conform to the requirements of the State and Federal statutes and regulations adopted pursuant thereto in force at the time of such work, and such reasonable specifications in force at the time of such work, as the City may from time to time adopt. All installations, rearrangements, removals, lowering or raising of aerial cables or wiring or other apparatus shall be done in conformance with the requirements of the National Electric Safety Code, the laws of the State of Oregon and the ordinances of the City. The City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time.

17.4 A pattern of repeated violations of permits, engineering standards, traffic control requirements, restoration standards, lawful Stop Work Orders, or other obligations under this Agreement may

constitute a material default regardless of whether each individual violation is ultimately corrected. In determining habitual noncompliance, the City may consider the number of violations, severity, public safety impacts, repeated failures of subcontractors, responsiveness, and history of performance over the last twenty-four (24) months.

17.6 Franchisee shall remain fully responsible for all acts and omissions of its contractors, subcontractors, consultants, agents, and representatives. No delegation of work shall relieve Franchisee of any obligation under this agreement.

17.7 Franchisee shall maintain a customer service program sufficient to receive, investigate, and resolve complaints regarding construction activities, service interruptions, restoration, property damage, and other matters arising under this Agreement. This shall include a toll-free customer service telephone number, a dedicated telephone number for construction-related concerns, an email address monitored during normal business hours, and an online reporting portal or web form for complaints and damage claims.

17.8 Franchisee shall display signage on streets adjacent to their work area at least one week prior to the commencement of non-emergency construction work and signage shall remain in place until work is completed on that street notifying residents of the work being done and directing them to how to contact the Franchisee for questions or concerns. All signage must be collected by the Franchisee after work concludes.

#### **SECTION 18. FRANCHISE FEE; PAYMENT; AND AUDITING.**

18.1 As compensation for the benefits and privileges granted pursuant to this Agreement, and in consideration for use of the Rights-of-Way, the Franchisee shall pay to the City, on a quarterly basis, a franchise fee for the duration of this Agreement.

18.2 Effective on the date when Franchisee begins construction of facilities in the City, and until the Franchise's expiration as provided in Section 3 Franchisee shall pay to the City quarterly the greater of: (a) seven percent (7%) of gross revenues collected by Franchisee and derived from Franchisee's provision of all services authorized and delivered pursuant to this Agreement within the corporate limits of the City; or (b) a minimum fee of \$750.00 per quarter will be due the City for administration of this Agreement and for use of the City's Right-of-Way.

18.3 If the seven percent (7%) of gross revenues exceeds the minimum fee each quarter, then the greater amount will be due the City.

18.4 This franchise fee shall be sent by check or electronic funds transfer and received by the finance department of the City of Harrisburg before the last business day of the month following the month revenues were received by the Franchisee, e.g., Ordinance approval March 23, Effective Date April 23, Payment period begins May 1 through July 31, Quarterly payment due August 31. If a payment is not received by the date set forth above, the payment shall be deemed delinquent and shall accrue interest at a rate of nine percent (9%) per annum.

18.5 Payments made by Franchisee will be accepted by the City from the Franchisee, in payment of any separate permit fees that are imposed by the City on Franchisee for street openings, construction or inspection or maintenance of fixtures or facilities. However, Franchisee shall not deduct charges and penalties imposed by the City for noncompliance with charter provisions, ordinances, resolutions, or permit conditions from the franchise fee required by this chapter.

18.6 No acceptance of any franchise fee payment shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim that the City may have for further or additional sums payable.

**Commented [ME3]:** Sections 18.2 and 18.3 have been created to obtain a fee ceiling, to stop the slide down to nothing. The infrastructure remains in our right-of-ways, regardless of what the telecommunications company wants to do with it.

18.7 If the City determines that Franchisee made any underpayment, and that the underpayment exceeded five percent (5%) of the amount due, Franchisee shall pay interest compounded monthly at the current rate nine percent (9%). Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.

18.8 If the Franchisee disputes the City's determination of underpayment, the Franchisee shall place the disputed amount in an interest-bearing escrow account jointly controlled by the parties until final resolution. Interest shall accrue to the prevailing party.

18.9 The City, its agents, and representatives shall have the authority to inspect, review and audit all of Franchisee's books, maps and records, directly concerning any and all amounts due under this Agreement, upon not less than thirty (30) days' prior written notice to Franchisee. Franchisee shall keep all books, maps and records so as to accurately show the same and shall have such books, maps, and records available during normal business hours within the City's region. Any review by the City under this subsection shall be completed within three (3) years from the date payment was due. If the City requests in writing that Franchisee provide, or cause to be provided, copies of any information reasonably within the scope of the review, and Franchisee fails within thirty (30) days of receipt of the request to provide, or cause to be provided, such information, then the three (3) year period shall be extended by one day for each day or part thereof beyond thirty (30) days that Franchisee fails to provide, or fails to cause to be provided, such requested information.

18.10 If any audit discloses underpayment exceeding three percent (3%) of the amount due, Franchisee shall reimburse the City for all reasonable audit costs, consultant costs, and attorney fees associated with the audit in addition to paying all underpaid franchise fees and applicable interest.

18.11 Franchisee shall annually provide a certification signed by an authorized officer stating that all franchise fees due under this Agreement have been accurately calculated and paid.

#### **SECTION 19. TAXES; FEES; AND CHARGES.**

19.1 Nothing in this chapter shall give the Franchisee any credit against any uniform, nondiscriminatory business tax to the extent such tax applies to revenues other than those revenues that are the subject of the franchise fee, or any ad valorem property tax now or hereafter levied against real property or personal property within the City, or against any local improvement assessments or any business tax imposed on Franchisee, or against any charges imposed upon the Franchisee, or against any changes imposed upon the Franchisee's property.

19.2 Payment of the franchise fee due under this Agreement shall not exempt the Franchisee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property, activity or income of the Franchisee that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, permit fee, inspection fee, tax or charge.

#### **SECTION 20. SALE OF SUBSCRIBER LISTS PROHIBITED.**

20.1 Except as otherwise expressly permitted by law, the Franchisee shall not sell, or otherwise make available any list which identifies subscribers by name or address, to any person, agency or entity, except as needed to maintain current services or implement new services to subscribers in connection with Franchisee's services.

#### **SECTION 21. ABANDONMENT; REMOVAL OF FACILITIES UPON EXPIRATION.**

21.1 If the Franchisee goes out of business or withdraws service from the area and as a consequence refuses to renew the agreement, all rights to the use of the connection media revert to the City who may sell,

lease or otherwise use the connection media at its sole discretion. The connection media shall be left in working order and not be intentionally cut or destroyed. The City may require the media be removed from all poles and underground conduits by the former Franchisee at its own expense.

21.2 Upon expiration of this Agreement, Franchisee shall either remove its Facilities in accordance with ORS 221.470(2020) or seek City's written consent to leave its Facilities in place pursuant to Section 15 of this Agreement.

## **SECTION 22. REPORTS AND INSPECTION.**

22.1 With each franchise fee payment, the Franchisee shall furnish a sworn statement or declaration under oath from the Chief Finance Officer or designee, setting forth the amount and calculation of the payment. The statement shall detail the gross revenues, any exclusions and deductions from such revenue claimed by the Franchisee in calculating the franchise fee, number of customers, gross linear feet of cable which exists within the Harrisburg city limits and total new feet constructed in the reporting period, any new facilities, any outages, outstanding violations, and active claims. The Franchise Administrator of the City may require the Franchisee to provide any additional information reasonably necessary for administration of the franchise fee.

## **SECTION 23. CHANGE OF LAW; AMENDMENT OF FRANCHISE AGREEMENT.**

23.1 This Agreement may be amended from time to time to conform to any changes in the controlling federal or state law, or other changes material to this Agreement. Each party agrees to bargain in good faith with the other party concerning such proposed amendments. This Agreement also may be amended by mutual consent of the parties or their successors-in-interest. Any amendments hereto shall be by written instrument executed with the same formalities as this Agreement.

23.2 To the extent any lawful City rule, ordinance, or regulation is adopted or amended and is generally imposed on all similarly situated persons or entities, the rule, ordinance or regulation shall apply without need for amendment of this Agreement. The City shall provide Franchisee with notice of any such change in law prior to its adoption.

## **SECTION 24. FRANCHISE NONEXCLUSIVE.**

24.1 This franchise is not exclusive and shall not be construed as a limitation on the City in granting rights, privileges and authority to other persons similar to, or different from, those granted by this chapter, or in constructing, installing, maintaining or operating any City-owned public utility. In the event the City enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than Franchisee to enter into the City's streets and public ways for the purpose of conducting business as a telecommunications carrier as that term is defined in ORS 133.721(8) within the City, the material provisions thereof shall be reasonably comparable to those contained herein, insofar as this is not in conflict with rules of government, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

## **SECTION 25. INSURANCE AND BONDING.**

25.1 The Franchisee shall, for the purposes of carrying out the provisions of this Section, prior to commencing construction of any kind, have in full force and effect, and file and maintain during the term of the franchise a certificate of insurance evidence thereto with the Franchise Administrator, good and sufficient policies covering:

25.1.1 Workers' Compensation Insurance as required by the State of Oregon including Employers' Liability with limits of \$1,000,000; Franchisee shall ensure that each of its

subcontractors complies with these same requirements and shall contain a Waiver of Subrogation against the City; and

25.1.2 Commercial General Liability Insurance with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate, with the aggregate on a per-project basis; and

25.1.3 Business Automobile Liability Insurance, for any owned, hired or non-owned vehicles used in the performance of this Agreement with combined single limits of \$5,000,000 each accident; and

25.1.4 Pollution Liability Insurance with limits of \$5,000,000 each incident and in the aggregate. If policy is on a "claims made" basis it must provide a 24-month tail or reporting period.

25.2 The City of Harrisburg, its officers, agents, and employees, shall be named an additional insured in said policy for losses caused in whole or in part by reason of the exercise of the rights and privileges herein granted.

25.3 Franchisee shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. This insurance shall not be canceled or materially altered without thirty (30) days' written notice first being given to the City's Franchise Administrator. If the insurance is canceled or materially altered within the term of this Agreement, Franchisee shall provide a replacement policy with the same terms.

25.4 Each policy, Workers' Compensation, Commercial General Liability, Business Automobile Liability, Pollution Liability shall contain a Waiver of Subrogation against the City.

25.5 Prior to the commencement of any construction work by the Franchisee, the Franchisee shall file both a construction and performance bond in an amount approved by the City in favor of the City and any other person who may suffer damages as a result of the breach of any duty by the Franchisee assured by such bond. Such bond as contemplated herein shall be in a form approved by the City and shall, among other matters, cover the cost of removal of any property of Franchisee. In no event shall the amount of said bond be construed to limit the liability of the Franchisee for damages. The City, at its sole option, may waive this requirement.

25.6 The City may require Franchisee to provide additional security reasonably necessary to guarantee restoration of the Public Rights-of-Way. Such security may be increased whenever the City determines that ongoing construction activity warrants additional protection. This amount may be revisited each time permits are issued.

25.7 Following written notice and a reasonable opportunity to cure, the City may draw upon any performance or restoration security to complete work or reimburse costs incurred due to Franchisee's failure to comply with this agreement.

## SECTION 26. INDEMNIFICATION.

26.1 Subject to the limitations set forth in ORS 30.260 through ORS 30.300, the Oregon Tort Claims Act, and the Oregon Constitution each party shall indemnify, defend and hold harmless the other, and the other's officials, agents and employees, against any and all claims, demands, causes of action, suits, proceedings, damages, costs, reasonable attorney's fees or liabilities ("Claims") arising out of, pertaining to, or occurring through the exercise of, the rights and privileges retained by, granted to, or exercised by that party pursuant to this Agreement. Each party shall give to the other notice in writing of any such Claims within twenty (20) days of the date that party receives notice of any such Claims. Neither party shall settle, compromise or take any action prejudicial to the other's defense of or interest in such Claims without the express written consent of the other party.

26.2 Franchisee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Franchisee's failure to remove, adjust or relocate any of its Facilities in the Rights-of-Way in a timely manner in accordance with a relocation schedule furnished to Franchisee by the City Engineer, unless Franchisee's failure arises directly from the City's negligence or willful misconduct.

26.3 Franchisee agrees to forever indemnify the City against any claims, suits, actions, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of the release or threat of release of any hazardous substance as defined in ORS 465.200(16)(2020) caused by Franchisee's ownership, operation or maintenance of a Telecommunications System in the Rights-of-Way.

#### **SECTION 27. ASSIGNMENT, TRANSFER, MERGER, LEASE OR MORTGAGE.**

27.1 This Agreement shall not be assigned nor any of Franchisee's Telecommunications System located in the Rights-of-Way sold, mortgaged, assigned or otherwise transferred, without the prior written consent of the City, which will not be unreasonably withheld, except to entities that control, are controlled by, or are under common control with, the Franchisee, or in the event that only *de minimis* assets are sold, assigned, or transferred. The Franchisee shall notify the City of any proposed transfers to such entities no less than thirty (30) days in advance of such assignment or transfer. The City's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance.

27.2 Nothing contained herein shall be deemed to prohibit the mortgage, pledge, or assignment of tangible assets of Franchisee's Telecommunications System for the purpose of financing the acquisition of equipment for, or the construction and operation of, Franchisee's Telecommunications System without the City's consent, but any such mortgage, pledge or assignment shall be subject to the City's other rights under this Agreement.

27.3 In determining whether the City will consent to any sale, lease, mortgage, assignment, merger or transfer of the Franchisee's Telecommunications System, the City may inquire into the technical, legal, and financial qualifications of the prospective party with respect to its ability to perform under this Agreement, and the City may condition its consent upon satisfactory results of such inquiry. Franchisee shall assist the City with any such inquiry. The City shall not unreasonably delay or withhold its consent to any such sale, lease, mortgage, assignment, transfer or merger.

27.4 No sale, lease, mortgage, assignment, transfer or merger for which the City's consent is required may occur until the Franchisee's successor, assignee or lessee has complied with the requirements of this Agreement, including, but not limited to, providing certificates of insurance, unless the City Council waives such compliance by official act.

27.5 Within ten (10) days after execution and delivery of any instrument so consented to by the City, Franchisee shall file with the City Clerk an executed counterpart or certified copy thereof.

#### **SECTION 28. FORFEITURE; TERMINATION; REMEDIES.**

28.1 Forfeiture. In addition to any other rights set out elsewhere in this Agreement, the City reserves the right to declare a forfeiture of this Agreement and all of Franchisee's rights arising hereunder, upon the occurrence of one or more of the following:

28.1.1 The Franchisee violates any material provision of this Agreement and fails to cure the violation within thirty (30) calendar days of receiving notice of the violation from the City.

28.1.2 The Franchisee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the City.

28.1.3 There is a final determination that Franchisee has failed, refused, neglected or is otherwise unable to obtain or maintain any permit required by any federal or state regulatory body regarding Franchisee's operation of its Telecommunications System within the City.

28.1.4 Franchisee fails to complete construction of any approved Facilities for more than eighteen (18) months after approval, unless the City and Franchisee agree in writing to an extension for completion of such construction.

28.1.5 Franchisee becomes unable or unwilling to pay its debts or is adjudged a bankrupt.

28.2 For purposes of this subsection, the following provisions are, without limitation, material to this Agreement, thus allowing the City to exercise any of its rights under this Agreement:

28.2.1 The invalidation, failure to pay or any suspension of Franchisee's payments of franchise fees to the City under this Agreement.

28.2.2 Any failure by Franchisee to submit timely reports regarding the calculation of its franchise fees to the City.

28.2.3 Any failure by Franchisee to provide or maintain the liability insurance required under this Agreement.

28.2.4 Any failure by Franchisee to post or maintain any bond(s) required under this Agreement.

28.2.5 Any failure by Franchisee to provide copies of requested information as required in Section 18.9 of this Agreement.

28.2.6 Any failure by the Franchisee to obey Stop Work Orders.

28.2.7 Repeated permit violations or restoration failures by the Franchisee.

28.2.8 Any failure by Franchisee to otherwise fully comply with the requirements of this Agreement.

28.3 Termination. This Agreement may be terminated by mutual written consent of the parties at any time.

28.4 Either party may terminate this Agreement at any time for default, including but not limited to those occurrences set forth in this Section by providing not less than thirty (30) days' prior written notice to the other party, provided, however that this Agreement shall automatically terminate if Franchisee does not pay the franchise fee required under Section 18 within one hundred and eighty (180) days of its due date and has been given not less than thirty (30) days' written notice to cure the delinquency.

28.5 Upon termination of this Agreement, the disposition of the Franchisee's property and Facilities that occupy the Rights-of-Way shall be governed by Section 15 of this Agreement.

28.6 In addition to any other rights set out elsewhere in this franchise, the City may terminate this franchise if Franchisee violates any material provision of the franchise, including but not limited to failing to pay or any suspension of Franchisee's payments of franchise fees to the City under this franchise, failure by Franchisee to submit timely reports regarding the calculation of its gross revenues-based franchise fees to the City, failure to maintain the liability insurance and/or bonds required under this franchise, or failure to comply with all other State, Federal or local laws as set forth in this franchise, and the violation continues for 45 days

after Franchisee receives notice of the violation from the City. All remedies and penalties under this franchise, including termination of the franchise, are cumulative, and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such remedy or penalty.

28.7 **Remedies.** The remedies and penalties contained in this franchise, including termination of the franchise, are not exclusive, and the City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon the Franchisee by, or pursuant to, this chapter. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Franchisee by, or pursuant to, this chapter or acceptance of any payment due shall not be waiver of any other or subsequent or future breach of the same or of any other term, condition or obligation itself.

28.8 In addition to any other remedy available under this Agreement or applicable law, the City may suspend issuance of new permits, require enhanced inspection, require third-party review or engineering at the Franchisee's expense, require additional bonding, recover administrative costs, recover emergency response costs, and pursue injunctive relief.

28.9 Whenever the City incurs costs resulting from the Franchisee's failure to comply with this Agreement, Franchisee shall reimburse the City for all reasonable costs including engineering, inspection, legal services, project management, public works labor, traffic control, consultant expenses, administrative overhead, and indirect costs.

## **SECTION 29. FORCE MAJEURE.**

29.1 Neither the City nor the Franchisee shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

## **SECTION 30. SEVERABILITY; RENEGOTIATION.**

30.1 In the event any provisions of this franchise are deemed to be void, invalid or unenforceable, that provision shall be severed from the remainder of this franchise so as not to cause the invalidity or unenforceability of the remainder of this franchise. All remaining provisions of this franchise shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope and breadth, such provisions shall be deemed valid to the extent of the scope and breadth permitted by law.

30.2 If any change in federal or state law materially affects any provision of this Agreement, including any change in the laws governing the services which may be assessed franchise fees, the City and the Franchisee may mutually agree to renegotiate the terms of this Agreement. The party seeking renegotiation shall serve on the other party written notice of an offer to renegotiate. In the event the party receiving the notification request accepts the offer to renegotiate, the parties shall have ninety (90) days to conduct and complete the renegotiation.

## **SECTION 31. PUBLIC RECORDS.**

31.1 Franchisee acknowledges that information submitted to the City is open to public inspection under the Oregon Public Records Law, ORS 192.311 through 192.478. Franchisee is responsible for becoming familiar with and understanding the provisions of the Oregon Public Records Law.

31.2 Franchisee may identify information submitted to the City as confidential pursuant to ORS 192.355(4), such as trade secrets, financial records, customer information or technical information. Franchisee shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information, prior to submitting such information to the City. Franchisee shall also provide

a written explanation as to why such information is confidential under state or federal law. The City shall treat any information so marked as confidential until the City receives any request for disclosure of such information. City shall make reasonable efforts to provide the Franchisee notice of a request for information marked as confidential, including a copy of the request, within ten (10) business days of receiving any such request. Franchisee shall have five (5) business days within which to provide a written response to the City before the City will disclose any of the requested confidential information. The City shall retain the sole discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

**SECTION 32. CHOICE OF LAW; VENUE; NOTICE.**

32.1 Choice of Law/Venue. The laws of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in the Circuit Courts in and for Linn County, Oregon.

32.2 Notice. Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the other Party; (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested; (3) sent by overnight or commercial air courier (such as Federal Express); or (4) sent by facsimile transmission.

If to the City: City of Harrisburg  
Michele Eldridge, City Administrator  
P.O. Box 378  
120 Smith Street  
Harrisburg, OR 97446

With copies to: M. Sean Kidd  
City Attorney  
260 Ferry Street SW, Suite 202  
Albany, OR 97321

If to the Franchisee: *Name/Address*

With a copy to: *Name/Address*

Any such notice or communication delivered by personal delivery shall be deemed delivered and effective upon actual receipt. Any notice or communication sent by United States mail, postage prepaid, shall be deemed delivered and effective five (5) days after mailing. Any notice or communication sent by overnight courier shall be deemed delivered and effective one (1) business day after dispatch. Any notice or communication sent by facsimile transmission shall be deemed delivered when receipt of the transmission is generated by the transmitting machine. To be effective against either Party, such facsimile transmission shall be confirmed by telephone notice to the other party.

**SECTION 33. COMPLETE AGREEMENT.**

33.1 This Agreement, including any attachments and laws, rules and regulations incorporated herein or to which this Agreement is subject, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

## SECTION 34. DISPUTE COSTS; ATTORNEYS' FEES.

34.1 In the event an attorney is employed to enforce the provisions of this franchise (including any bankruptcy, insolvency or similar proceedings affecting creditors' rights generally), the prevailing party shall be

entitled to recover reasonable attorneys’ fees and other costs incurred, irrespective of whether any legal proceeding is commenced. If any legal action, arbitration or other proceeding is brought to construe, interpret or enforce the terms of this franchise, the prevailing party shall be entitled to recover reasonable attorneys’ fees and other costs incurred in connection therewith, both at trial and on any appeal therefrom or petitions for review thereof. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise in enforcing any order, judgment or decree entered in such suit, action or other proceeding.

**SECTION 35. SUCCESSORS AND ASSIGNS.**

35.1 This franchise is binding upon and will inure to the benefit of all Parties hereto, their respective heirs, legal representatives, successors and assigns. Franchisee, however, shall not make any assignment without written consent of the City, and any assignment made without the City’s consent, shall be null and void. Notwithstanding the previous sentence, Franchisee may assign this franchise without the City’s consent (a) to an entity controlled by, under common control with, or controlling Franchisee, or (b) by mortgage, hypothecation, or other security instrument to secure indebtedness.

**SECTION 36. SIGNATURES.**

36.1 The parties, by their signatures below, acknowledge having read and understood this Agreement, and agree to be bound by its terms and conditions. The individual signing this Agreement on behalf of his or her respective party hereby certifies that such signature has been authorized by his or her party and that the individual has the authority to act on behalf of and to bind his or her party.

36.2 Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

**IN WITNESS WHEREOF the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.**

|              |                                   |
|--------------|-----------------------------------|
| _____        | <b>CITY OF HARRISBURG, OREGON</b> |
| By: _____    | By: _____                         |
| Name: _____  | Name: _____                       |
| Title: _____ | Title: _____                      |
| Date: _____  | Date: _____                       |

## ORDINANCE NO. 980

### AN ORDINANCE RENEWING THE FRANCHISE AGREEMENT BETWEEN THE CITY OF HARRISBURG AND QWEST CORPORATION DBA CENTURYLINK QC, FOR THE PLACEMENT OF COMMUNICATION FACILITIES WITHIN THE CITY OF HARRISBURG, REPEALING ORDINANCE NO. 883, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the CITY OF HARRISBURG has determined it appropriate and in the best interests of the public to allow QWEST CORPORATION dba CENTURYLINK QC., the nonexclusive privilege of using the public way to construct and maintain communication facilities within the corporate limits of the City; now, therefore,

THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

**This non-exclusive telecommunications franchise agreement is between the City of Harrisburg, an Oregon Municipal Corporation ("City") and Qwest Corporation d/b/a CenturyLink QC. ("Franchisee").**

#### **Section 1. Definitions**

Any term defined in the Harrisburg Code and not in this Agreement shall have the meaning provided by the Harrisburg Code definition.

"Facilities" means the conduits, cables, optic fibers, poles, wires, vaults, fixtures, underground lines, and other physical components of Franchisee's Telecommunication System.

"Gross Revenues" means gross revenues derived by Franchisee for the provision of telecommunications services within the City of Harrisburg.

"Telecommunications System" means all facilities owned, operated, or used by Franchisee to provide telecommunication services and located in rights of way administered by the City.

"Ultimate consumer" means any entity that obtains telecommunications services transmitted over Franchisee's Facilities for its own use by any means, including purchase, lease, or direct receipt of such services.

#### **Section 2. Grant of Authority.**

City grants to Franchisee the right to construct, install, maintain, and operate Facilities over, in, on and under present and future City rights of way for the purpose of providing telecommunication services on the terms stated in this agreement.

This franchise is not exclusive, and City reserves the right to grant a similar franchise to any other person or entity at any time during the period of this franchise. This franchise is subject to all prior rights, interests, agreements, permit easements or licenses granted by the City, and to the City's right to use rights of way for any lawful purpose.

#### **Section 3. Compliance with Laws, Rules and Regulations.**

The locations and methods of installation and maintenance of all Franchisee's Facilities shall be subject at all times to regulation by the City (including City's ordinances, standards and specifications, and regulations on street cuts and use of rights-of-way). All Facilities shall be constructed and maintained as to interfere as little as practicable with traffic and other use of rights of way. Right-of-Way Permits must be obtained prior to installation or construction of Facilities. All Facilities shall be installed and at all times maintained by Franchisee in accordance with telecommunications industry standards.

#### **Section 4. Franchisee Liability, Indemnification of City and Insurance**

- A. Franchisee shall conduct its operations under this Franchise, including installation, construction, and maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
- B. Franchisee shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this franchise agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees, and volunteers. Franchisee agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- C. Franchisee shall purchase and maintain, at Franchisee's expense at all times during the term of this Franchise, Commercial General Liability and Commercial Automobile insurance covering bodily injury and property damage in an amount of \$1 million per occurrence and \$5 million in aggregate. The insurance policy obtained by franchisee shall be primary and non-contributory. Franchisee shall remain fully responsible for any claims resulting from negligence or intentional misconduct of Franchisee or its subcontractors and their officials, agents, and employees in performance of this agreement, even if not covered by, or in excess of insurance limits.
- D. Commercial General Liability coverage shall include the City, its officers, agents, employees, and volunteers as additional insured with respect to Franchisee's work or services conducted under this agreement. Franchisee will require that its insurance carrier give the City 30 days written notice of any cancellation of or reduction in insurance coverage. Any failure to comply with this provision will not affect the insurance coverage provided to the City.
- E. Franchisee shall obtain and maintain Workers' Compensation insurance as required by ORS chapter 656 and meeting the minimum requirements therein. Franchisee shall ensure that each contractor obtains and maintains workers' compensation insurance and that the carrier notifies the state of Oregon or files a guaranty contract with the state of Oregon Workers' Compensation Division before performing work.
- F. Coverages provided by Franchisee must be underwritten by an insurance company authorized to do business in the state of Oregon and with a Best's rating of A or

higher.

- G. As evidence of the insurance coverage required by this Franchise, Franchisee shall provide proof of coverage, as well as access at all times via [www.lumen.com/moi](http://www.lumen.com/moi). The City may terminate the Franchise for failure to maintain the required insurance.
- H. Franchisee grants Waiver of Subrogation to the City, its officers, agents, employees, and volunteers for any claims arising out of Franchisee's work or service. Further, Franchisee agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery shall be solely with their insurance carrier, and also grants to City on behalf of any insurer providing coverage to either Franchisee or City with respect to the work or services of Franchisee a waiver of any right to subrogation which any insurer or subcontractor may acquire against City by virtue of the payment of any loss under such insurance coverage.

#### **Section 5. Construction and Conditions on Right of Way Occupancy.**

- A. Use. Franchisee shall construct, install, maintain and operate its Facilities in designated City rights of way to Industry standards and City's commercially reasonable satisfaction, in compliance with all City ordinances, rules, standards and specifications, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places. All work in the City right of way will require a ROW permit prior to any work being started and will require a traffic plan that is fully compliant with the City of Harrisburg Design Standards and Specifications.
- B. Construction. Prior to beginning construction, Franchisee shall provide the City PW Director with a construction schedule for work in City rights of way. When construction is complete. The City Engineer may require additional information on the as-as built drawings, if requested by the City.
- C. Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Franchisee, Franchisee shall, at its own cost and expense and in compliance with the City's standards and specifications, promptly replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. If Franchisee fails to make restoration as required, City may cause the repairs to be made at the expense of Franchisee.
- D. Notification. Franchisee shall comply with the requirements of Oregon Utility Notification Law and implementing rules and regulations.
- E. Relocation. City may require Franchisee to relocate its Facilities. If the removal or relocation of Facilities is caused directly by an identifiable development of property or other third-party project and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Franchisee may charge the expense of removal or relocation to the developer or customer.

Franchisee shall be solely responsible for enforcing collection from the developer or customer. If the removal or relocation of Facilities results from City's need to provide public facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Franchisee will remove or relocate its Facilities at Franchisee's expense not more than six months after notification by City. City will make a reasonable effort to provide Franchisee with an alternate location for its Facilities with City rights of way. In cases of capital improvement projects undertaken by City, Franchisee shall convert existing overhead distribution Facilities to underground at Franchisee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion.

- F. Placement of Facilities. Franchisee shall not knowingly place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Franchisee will consult with City prior to placement of Facilities, and will comply with all City ordinances, policies, rules, and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right of way of the City; Franchisee must also locate and relocate its Facilities underground.
- G. Temporary Rearrangement of Facilities. Franchisee shall, consistent with City policies, ordinances, rules, and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person or entity wishing to move the building or other object makes a reasonable arrangement to reimburse Franchisee for its expenses in rearranging its Facilities. Nothing in this section precludes City from requiring Franchisee to move its Facilities at Franchisee's expense when public convenience requires the move.

## **Section 6. Transfer of Franchise.**

Franchisee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this Franchise or in the Facilities authorized by this Franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Franchisee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. A transfer will not release Franchisee from any obligation due the City under Franchisee.

## **Section 7. City Rights in Franchise.**

- A. City Supervision and Inspection. City shall have the right to supervise, but not the obligation, all construction or installation of Franchisee's Facilities subject to the provisions of this Franchise and make such inspections as it shall find necessary to insure compliance with governing laws, ordinances, rules and

regulations.

- B. **Termination or Abandonment of Franchise.** Following the termination and non-renewal of this Franchise, Facilities installed or used by Franchisee shall be removed by Franchisee at Franchisee's expense and the property upon which the Facilities were used restored by Franchisee to the condition it was in before installation as necessary, on a case by case basis, , the City will consider allowing a decommission in place only where the City finds it is a benefit to the public.
- C. **Co-location.** Franchisee may offer the City the opportunity to co-locate City conduit and lines in trenches dug by Franchisee in City rights of way and shall charge the City only any incremental additional costs incurred in making the trenches available for City use.

## **Section 8. Franchise Fee.**

- A. Franchisee shall pay annually to City the sum of 7% of Franchisee's gross revenues earned in the delivery of services within the corporate limits of the City.
- B. The fee required by this section shall be due and payable on or before the 15<sup>th</sup> of March of each and every year for the calendar year proceeding. Any payment not made when due shall bear interest at the rate of 9% per annum, compounded monthly, from the date due until paid.
- C. With each payment, Franchisee shall furnish City with a written statement in the format as provided in Exhibit A, under oath, executed by an officer of Franchisee, verifying the amount of gross revenues of Franchisee within City for the monthly period covered by payment computed on the basis set out in Subsection A of this section.
- D. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.
- E. Franchisee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable statutes.

## **Section 9. Franchisee Records and Reports**

Franchisee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Franchisee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days prior written notice, during normal working hours. City may require periodic reports from Franchisee relating to its operation within City.

City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits of Franchisee's records. Such audits shall be undertaken by a qualified person or entity selected by City. The cost of any such audit shall be borne by City, unless

the results of any such audit reveal an underpayment of more than 8% of the franchise fee for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Franchisee. Franchisee shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.

Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

### **Section 10. Permit and Inspection Fees.**

Nothing in this ordinance shall be construed to limit the right of City to require Franchisee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, inspecting, or performing any other service for or in connection with Franchisee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City.

### **Section 11. Enforcement and Termination of Franchise for Violation.**

- A. Default: Time of payment and performance are of the essence in the franchise. The following shall be events of default:
- B. Default in Payments. The failure of Franchisee to pay City when due any amounts required by the franchise pursuant to Section 9 and such failure continues for a period of 60 days after the due date.
- C. Default in Other Covenants. The failure of Franchisee to perform any of the covenants and conditions required herein to be kept and performed by Franchisee, and such failure continues for a period of 30 days after notice from City of such failure. Upon the occurrence of an event of default, Franchisee shall pay to City any damages suffered by City as a direct result of Franchisee's default.
- D. Termination for Defaults Not Cured. The City may terminate this Franchise for defaults that are not cured within the time allowed by this section by providing notice to Franchisee at least 30 days prior to termination. Franchisee may avoid termination by completely curing the default, unless the notice of termination is the third notice of termination within a 12-month period for unrelated defaults. Franchisee may challenge a notice of termination by providing a written protest to the City Administrator within 10 business days of the date of the notice of termination. The City Administrator, on receipt of the protest shall either grant the protest, in which case the franchise will remain in place, or will deny the challenge, in which case the termination will proceed within the 30 day allotment. Franchisee may appeal the City Administrator's decision to the City Council within 10 business days following the decision.

### **Section 12. Remedies not Exclusive; Waiver.**

All remedies granted the City under this ordinance are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

### Section 13. Franchise Term.

This Franchise is granted for a term of 5 years beginning on the date on which this Franchise ordinance is approved, with 3 5-yr renewals, provided that Franchisee is not in breach of contract. City agrees to renegotiate in good faith a renewal of this franchise for a similar term.

### Section 14. Severability.

If any section, subsection, sentence, clause, or portion of this Franchise is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

### Section 15. Notices.

Any notice required or permitted under this Franchise shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY: City Administrator  
PO Box 378  
Harrisburg, OR 97446

TO FRANCHISEE: Qwest Corporation d/b/a CenturyLink QC  
Attn: NIS – Danett Kennedy  
1025 Eldorado Blvd  
Broomfield, CO 80021

or to such other address as may be specified from time to time by either party in writing.

### Section 16. Interpretation/Jurisdiction.

Interpretation of the Franchise shall be governed by laws of the State of Oregon and any legal action relating to this Franchise shall be brought in Linn County Circuit Court.

CITY OF HARRISBURG

 12/14/2021

MAYOR DATE

 12/14/2021

CITY RECORDER DATE

QWEST DBA CENTURYLINK QC

  
Danett Kennedy (Jan 3, 2022 08:30 MST)

Danett Kennedy

TITLE: Sr. Manager

DATE: Jan 3, 2022

## EXHIBIT A

Company: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

| Description                                                                           | Amount |
|---------------------------------------------------------------------------------------|--------|
| Gross revenues                                                                        | \$     |
| Less: Revenues exempt from franchise fees                                             |        |
| Other adjustments to gross revenues                                                   |        |
| Net revenues subject to franchise fees                                                | \$     |
| Franchise fee                                                                         | 7%     |
| Franchise fee remitted to<br>City of Harrisburg<br>PO Box 378<br>Harrisburg, OR 97446 | \$     |

Certification by Officer or Authorized Representative:

I declare under the penalties for perjury that the information provided herein is true, complete and accurate to the best of my knowledge and belief.

Signature: Danett Kennedy Date: Jan 3, 2022  
Danett Kennedy (Jan 3, 2022 08:30 MST)  
 Name: Danett Kennedy  
 Title: Sr. Manager

Agenda Bill

**Harrisburg City Council**

Harrisburg, Oregon

THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA)  
WITH THE SMALL MUNICIPALITY ADVOCACY COALITION (SMAC)

STAFF REPORT:

Exhibit A: SMAC Packet

ACTION:

MOTION TO AUTHORIZE THE MAYOR AND CITY  
ADMINISTRATOR TO SIGN THE IGA WITH SMAC

THIS AGENDA BILL IS DESTINED FOR: Agenda – October 13, 2026

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

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the Mayor and City Administrator to sign the IGA

BACKGROUND INFORMATION:

The City of Harrisburg and City of Brownsville are the original founders of the Small Municipality Advocacy Coalition. As such, we’ve been working on the foundations of the program. That includes the IGA (Exhibit A) that allows the Cities to work together as an organization.

The City Council is being asked to officially approve the IGA with SMAC at this time, as we haven’t yet done so under the current model. The City of Harrisburg is the fiduciary of the program; meaning that we pay PacWest Lobby each month, and are collecting the funds from other City members of SMAC. In addition to PacWest, we have hired a local business, Arrow Services, to take care of billing the other cities, and collecting funds to bring to the City. The fee’s charged to the other cities will pay for these services, and keeps the burden of tracking away from City Staff. The fiscal policy and information can be found in the final pages of the IGA.

This information is also included on the organization website, which Council can find at [www.smacoregon.org](http://www.smacoregon.org). As a reminder, we have two meetings coming up. The meeting scheduled in October was moved to November 5<sup>th</sup>, and will be held at the new City Hall in Scio, rather than Harrisburg. The meeting scheduled for Wed, Dec 2<sup>nd</sup> will be held in Brownsville. Please continue to watch for information being sent by Briana, who is our communications administrator. I’ve encouraged the other cities Mayors and Councilors to contact the other City Councilors to start building that team of elected officials will operate seamlessly once the legislative session starts.

We will need elected officials who are part of the advocacy team, who will provide testimony, whether electronic or in person. In addition, we will need members who will create the written testimony when it's needed during the advocacy process. If you haven't already done so, please let Staff know which of these processes you have more interest in.

REVIEW AND APPROVAL:

A handwritten signature in blue ink, reading "Michele Eldridge".

10/08/2026

Michele Eldridge      Date  
City Administrator



### ***What is the aim of SMAC?***

SMAC is a grassroots advocacy effort that starts with activating & supporting city staff & local elected officials by developing, strengthening, and communicating their policy positions & operational concerns using collective strategies to achieve maximum results with the State Legislature.

### ***How does SMAC propose to accomplish their goals?***

SMAC will provide administrative support to train staff & officials on how to effectively interface with the State Legislature, build relationships with a focus on developing meaningful connections between local governments and the Legislature with the goal of both promoting locally developed legislation and giving a collective voice to proposed legislation that may cause operational and financial harm to local governments.

SMAC members will have the ability to break through the isolation created by State laws by connecting like-minded staff members and officials who will be able to work collectively on laws that are negatively impacting local rate payers and taxpayers.

SMAC will have an Administrative Team who will handle training events, create policy template letters, and organize website communications that allow members to quickly see other members that share the same issues with legislation.

SMAC has hired a lobbyist who will work in Salem on the issues expressed by membership. The Lobbyist will develop issues the group would like to monitor and issues the group would like to present to the Legislature. The Lobbyist will make the Administrator aware of hearings and meetings related to issues SMAC is working on.

### ***How is this different from the League of Oregon Cities (LOC)?***

The LOC mostly plays defense on legislation that is being proposed by the Legislature. The LOC identifies priorities that tend to lose impact due to the size of the communities represented by the League. Many of the policy choices made do not consider the impact on smaller communities. The League of Oregon Cities does not actively create legislation for consideration.

SMAC would like to partner with the League to provide a more well-rounded approach to local advocacy. SMAC is not competing with the LOC, rather is offering an alternative that meets local concerns and needs more effectively on certain matters.

Each SMAC member will be able to determine what issues matter to their community, find potential partners, and activate local stakeholders who will be able to develop an effective voice in Salem.

### ***How does SMAC work?***

SMAC is a collaborative effort between cities using the fundamental principles of an intergovernmental agreement as the basis for their action. Through the agreement, the group will be able to retain an Administrative Team and a Lobbyist. Logistics of



membership dues to pay for expenses for a website, and other resources including the Lobbyist are defined in this agreement.

***Do all members have to agree on an issue before it is promoted by SMAC?***

No. Members are not always going to agree to a position on any given bill. However, members will be able to find other members that share the same concern so they can synergize an effort to cover hearings and follow-up with legislators so that progress can be made on their matters of concern.

SMAC is a cooperative collaboration. The idea is not to promote one side of any issue, but to be as diverse as necessary to promote local issues of concern. Many times, cities do not have a way of expressing dissent with positions taken by the League of Oregon Cities or to even promote their story, their focus, their impact of what is happening locally that is causing stress to their operational objectives to the Legislature.

## **Agreements & Position Descriptions**

Each member will sign an intergovernmental agreement that will cover responsibilities to the collective effort such as contracting services and paying for those services. Members are not signing this agreement for legislative purposes. The sovereignty of each city shall be honored by this agreement.

Contracting services will be made with SMAC using Harrisburg and Brownsville to serve as fiscal agents. Membership levels will be created depending on the contracted services. As more members join SMAC, the costs will be adjusted on a quarterly basis.

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## **INTERGOVERNMENTAL ADVOCACY COALITION AGREEMENT**

**THIS INTERGOVERNMENTAL ADVOCACY COALITION AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the Municipal Corporations collectively referred to herein as the "Member Cities" or "Coalition Members." Members will be listed on the SMAC website.

### **RECITALS**

**WHEREAS**, the Member Cities are municipal corporations organized under the laws of the State of Oregon and share a common interest in the well-being and effective governance of their local communities;

**WHEREAS**, the Member Cities recognize that collaboration on statewide policy matters is necessary to effectively promote mutually beneficial policy objectives and to defend against State legislative, administrative, or regulatory action detrimental to local government interests;

**WHEREAS**, the Member Cities desire to form an Advocacy Coalition (the "Coalition") to share resources, develop unified positions, and coordinate advocacy strategies while



fully preserving the sovereignty and independent policy-making authority of each Member City;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Member Cities agree as follows:

## **ARTICLE I: PURPOSE & SCOPE**

**Section 1.01. Purpose.** The exclusive purpose of this Agreement is to establish a cooperative structure for the joint advocacy of legislative and policy objectives that benefit local governments, and to defend against State or Federal policy that harms the ability of local governments to function efficiently and autonomously.

**Section 1.02. Maintenance of Sovereignty.** Nothing in this Agreement shall be construed to diminish or waive the independent legal status, corporate powers, or constitutional and statutory sovereignty of any individual Member City. Each Member City retains the right to take independent action on any matter, whether or not such matter is a subject of Coalition policy at their own expense.

## **ARTICLE II: GOVERNANCE & OPERATIONS**

**Section 2.01. Governing Body.** The Coalition shall be managed by the Administrative Team consisting of one (1) designated representative from each Member City, typically the City Manager, Mayor, or their designee.

**Section 2.02. Internal Communication and Concerns.** Member Cities shall have the right to voice concerns, propose changes, and offer constructive criticism regarding the operation, administration, and policy direction of the Coalition during Executive Committee meetings or through written communication to the designated Coalition Administrator. All such concerns shall be formally addressed by the Executive Committee in a timely manner.

**Section 2.03. Website Maintenance.** The Coalition shall maintain a collective website, the purpose and contents of which shall be determined by the Executive Committee. Responsibility for the routine maintenance, updates, and content management of the website shall be delegated to membership, modified by the Administrative Team as needed, or may be contracted service provider, as determined under Article III.

## **ARTICLE III: FINANCIAL RESPONSIBILITIES & SERVICE PROVIDERS**

**Section 3.01. Financial Contribution.** Each Member City shall contribute financially based on city population to the Coalition to fund its operations, including administrative costs, communications expenses, and the engagement of third-party service providers. The formula for the Annual Contribution shall be determined annually by the Executive Committee, often based on population or equal share, and shall be outlined in **Exhibit B** of this Agreement.



**Section 3.02. Contracted Third-Party Services.** The Administrative Team is authorized to contract with external third-party service providers, which may include professional lobbyists, public relations firms, or specialized consultants ("Contractors"), to further the advocacy goals of the Coalition. All potential contracted services will be reviewed and discussed by membership by electronic means.

**Section 3.03. Financial Responsibility for Contractors.**

**A. Contract Approval:** All Contractor agreements must be approved by a majority vote of the membership.

**B. Payment Allocation:** The costs associated with all approved Contractors shall be paid exclusively from the pooled contributions. No Member City shall be individually responsible for the direct payment of Contractor invoices unless such payment is explicitly required and approved in advance by that specific Member City's governing body.

**C. Fiscal Agent:** The Administrative Team shall designate a Member City, or an independent fiscal agent, to manage the pooled funds, execute Contractor payments, and maintain detailed financial records accessible to all Member Cities.

**ARTICLE IV: POLICY POSITIONS & INDEPENDENT ACTION**

**Section 4.01. Coalition Policy Position.** A Coalition Policy Position on a specific issue shall be established only upon a vote of simple majority of the membership or by the Administrative Team when certain timely decisions need to be made during legislative session.

**Section 4.02. Independent Advocacy.** A fundamental principle of this Agreement is the preservation of independent policy action. Any Member City may exercise its retained sovereignty to independently advocate for or against any policy position, regardless of whether a Coalition Policy Position exists on that matter and find other members who share the same position.

**Section 4.03. Selective Endorsement.** No Member City is compelled to lend its name, resources, or public support to a Coalition Policy Position with which it does not agree. **Each Member City reserves the absolute right to advocate only on positions that align with the interests and official policy of that specific municipality.**

**Section 4.04. Voicing Concerns with Legislators.** Each Member City maintains the unrestricted right to communicate directly with any legislative representative, elected official, or regulatory body to voice its individual concerns, policy preferences, or opposition, even when such communication differs from an established Coalition Policy Position. The Coalition shall not restrict any Member City's independent legislative access.



## **ARTICLE V: TERM, TERMINATION, AND AMENDMENTS**

**Section 5.01. Term.** This Agreement shall be effective upon the date last written below and shall remain in effect for a period of two years, automatically renewing for successive two-year terms unless notice of non-renewal is provided.

**Section 5.02. Termination.** Any Member City may withdraw from the Coalition by providing written notice of intent to withdraw to the Executive Committee no less than ninety (90) days prior to the end of the fiscal year. Withdrawal shall be effective on the last day of the fiscal year following the notice. A withdrawing city shall be bound to financial obligations through their participation period.

**Section 5.03. Amendments.** This Agreement may be amended only by the written consent of two-thirds of the Member Cities.

### ***SIGNATURES***

***Please use Exhibit A to execute the IGA.***

**EXHIBIT A:** *Signature Page*

**EXHIBIT B:** *Lobbyist Agreement*

**EXHIBIT C:** *Financial Responsibility Formula*

**EXHIBIT D:** *SMAC's Organizational Components*

---

## **Administrative Team Coordination**

**Organization:** Small Municipalities Advocacy Coalition (SMAC)

**Reports To:** SMAC Members

### **Job Summary:**

The Administrative Coordinator has a critical role responsible for managing the weekly administrative and communications functions of SMAC. This position is vital for ensuring seamless communication among members, maintaining our digital presence, supporting our policy initiatives through drafting and template creation, and facilitating effective engagement with legislative bodies by providing essential training. Pac/West Lobby Group and the Administrative Team will work closely to create and maintain a highly functioning organization committed to advancing the organization's mission.

### **Key Responsibilities:**

#### **1. Communications & Member Engagement:**



- ★ Serve as the primary point of contact for internal and external communication related to organizational activities and policy work.
- ★ Ensure that all members are promptly and regularly emailed with timely updates, news, action alerts, and organizational developments.
- ★ Coordinate and manage communications efforts that facilitate effective interaction and collaboration between members.
- ★ Manage email distribution lists and communication schedules.

## **2. Digital Presence Management:**

- ★ Maintain and update the collective organizational website (e.g., policy pages, news, member resources, events calendar) to ensure information is current, accurate, and engaging.
- ★ Troubleshoot basic website issues or liaise with technical support as needed.
- ★ Ensure the website is a functional resource for members and the public.

## **3. Policy and Advocacy Support:**

- ★ Draft standardized policy template letters (e.g., letters to the editor, constituent letters, calls to action) for members to utilize in their advocacy efforts.
- ★ Draft, edit, and proofread internal drafts of policy position letters, memos, and statements for review by the leadership team.
- ★ Organize and maintain a digital archive of policy documents, templates, and correspondence.

## **4. Training and Capacity Building:**

- ★ Develop and deliver training sessions and materials designed to teach staff and elected officials how to properly and effectively interact with legislators, legislative staff, and their offices.
- ★ Ensure training materials are current and reflect best practices in legislative engagement and advocacy.

## **5. Administrative Support:**

- ★ Provide general administrative support to the organization, including scheduling, document management, and record-keeping related to communication and policy work in coordination with members and the contracted Lobbyist.
- ★ Assist with the coordination of meetings, events, and virtual convenings for members and stakeholders.



***Signature Page***

*By signing this document, you are signifying that the City Council of the City of \_\_\_\_\_ hereby approves and enters into the Intergovernmental Agreement with SMAC member cities.*

\_\_\_\_\_  
Mayor

**Date:**

\_\_\_\_\_  
Administrator/Manager

**Date:**



## MEMORANDUM OF UNDERSTANDING

**This Memorandum of Understanding** is made between Small Municipalities Advocacy Coalition (hereinafter "Client") and Ryan Tribbett Company, dba Pac/West Lobby Group, an Oregon corporation (hereinafter "PWLG").

The Client is in need of government affairs services. PWLG is engaged in offering government affairs services and will support the Client's interests in the area of expertise for duties assigned by the Client. PWLG shall hold in strict confidence any information received from the Client or its agents and use it only in connection with the services provided under this memorandum.

Now, Therefore, the Client and PWLG hereby agree as follows:

1. This memorandum of understanding shall be effective as of August 1, 2026. The parties understand and agree that the Client or PWLG may terminate this Agreement by giving a minimum of thirty (30) days' written notice before the effective termination date of such services.
2. In consideration of services to be performed by PWLG, the Client agrees to pay PWLG a flat monthly fee as listed below. The flat monthly fee does not include hard costs, such as printing and postage of mailings or signage or advertising costs for digital/social or printed ads.
  1. August through September 2026 = \$3,000 per month
  2. October through December 2026 = \$4,000 per month
  3. January 2027 and thereafter = \$5,000 per month
3. In addition, the Client will reimburse PWLG for reasonable out-of-pocket expenses incurred by PWLG in connection with this memorandum, including printing, postage, travel, business meals, and other customary expenses as pre-approved by the Client on a case-by-case basis.
4. The Client agrees to comply with all reasonable requests of PWLG necessary for PWLG to assist the Client. In this regard, PWLG shall operate as an independent contractor and shall not be treated as an employee of the Client for federal, state, or local tax purposes or any other purposes.
5. The parties hereby warrant that the persons executing this memorandum of understanding are authorized to execute this memorandum and are authorized to obligate the respective parties to perform under this memorandum.

In Witness Whereof, the parties hereto execute this memorandum.

**RYAN TRIBBETT COMPANY, DBA PAC/WEST LOBBY GROUP**

By:  July 28, 2026  
Ryan Tribbett, President  
ryan@pwlobby.com Date

**SMALL MUNICIPALITIES ADVOCACY COALITION**

By:  8/3/26  
Michele Eldridge  
meldridge@ci.harrisburg.or.us Date



## OGEC Advice

From MYERS Susan \* OGEC <Susan.MYERS@ogec.oregon.gov>

Date Wed 8/19/2026 3:33 PM

To Rick Metsger <Rick@pwlobby.com>

Cc Mail \* OGEC <Mail@ogec.oregon.gov>

Rick –

We understand that a group of small Oregon municipalities have entered into intergovernmental agreements to create a Small Municipalities Advocacy Coalition for the purpose of advocating and lobbying for issues specific to small municipalities. The coalition plans to hire a lobbyist. The coalition would be the lobbyist's client, rather than each municipality member of the coalition. You have asked about the quarterly expenditure reports and whether each municipality would need to file or just the coalition itself (through its designated person).

The answer is that the coalition would be the lobbyist's client/employer. So when the lobbyist registers in the electronic filing system, they will identify the coalition as their client/employer and provide the contact information for the client/employer (i.e., the designated person). The client employer will then get an email invite token asking them to confirm that the lobbyist is authorized to lobby on their behalf. The client employer has 10 days to accept the token. If they do not do so within those 10 days, the lobbyist's registration will be cancelled. In terms of quarterly expenditure reports, as the client/employer, it is the coalition that will need to file the client/employer quarterly expenditure report.

Susan V. Myers  
Executive Director  
Oregon Government Ethics Commission  
susan.myers@ogec.oregon.gov  
(503) 378-6808

**\*\*Disclaimer\*\***

This electronic message may contain information that is privileged, confidential, or otherwise protected from disclosure to anyone other than its intended recipient(s). Any dissemination or use of this electronic message or its contents by persons other than the intended recipient(s) is strictly prohibited, and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender so that we may correct our internal records, and then delete the original message.



## Fiscal Policy and Information

### *Standard Operating Procedure*

**Policy:** SMAC operates by sharing the costs for each City, based on its current population. The annual charge for operations is divided by the number of cities participating, and is charged based on the population. The more cities that join SMAC, the lower the quarterly fees.

1. The current annual charge is based on the start-up costs in 2026, plus the annual cost of running the program through July of 2027. The largest expense is for the lobbyist.
2. Cities share the cost of the program, based on its current population.
3. Invoices are sent for a quarter ahead. If a new City joins in the middle of a quarter, it will be charged for the remaining months left in the current quarter.
4. Annual Costs include the monthly fee for our Lobbyist, Website, Accounts Receivable, Secretary of State, and Branding. *(Please see the workbook on the website for more details).*
5. Quarterly charges for participating cities will be adjusted by the addition of new members, on the 1<sup>st</sup> of the next quarter.
6. The City of Harrisburg is serving as fiduciary for the program.
7. Arrow Services, a bookkeeping service located in Harrisburg, has been retained to keep track of accounting, and will invoice participating cities. Payment of the invoices is made to the City of Harrisburg and are mailed to Arrow Services. Arrow Services delivers payments of the invoices to the City's Finance Director on a weekly basis.
8. Some costs for the organization may increase with additional members. The Fiduciary will notify all member cities if the fee structure is adjusted.
9. Cities who decide to discontinue membership in SMAC, will be credited for the remaining months in the current quarter based on the IGA.

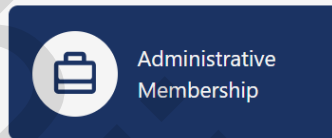


## New City SMAC Checklist:

Thank you for joining SMAC!

Now that your City Council has decided to officially join our organization, please follow the checklist of next steps to follow:

- ★ **Step One** | Once you provide an administrative contact email, you will be asked to complete the Intake Form found on SMAC's website which can be found at <https://www.smacoregon.org>. Two logos will appear, please select Administrative Membership that has a briefcase icon (*see below*). The Intake Form is generated and submitted by and from the website and there will instructions to make the process as easy as possible.



- ★ You will be asked to upload your City logo. The logo will be added to our website and logo archive. The Administrative Team (AT) will use it with permission, as needed.
- ★ You will find the agreement to join SMAC along with Administrative resources available for your review and use.
- ★ Please fill in your City specific data, and schedule for your next City Council meeting.

Schedule your IGA to the next applicable City Council meeting.

Determine which Council Members will be part of the advocacy team and which member wants to receive direct emails from SMAC.

- ★ After your City Council adopts the IGA, follow the provided directions to send and officially record the IGA.
- ★ The Lobbyist will start sending information to your advocacy team\* when we need to be supporting, or opposing, bills as needed. (*\*As the City Administrator, you will be cc'd on all information that is sent to your advocacy team members*).

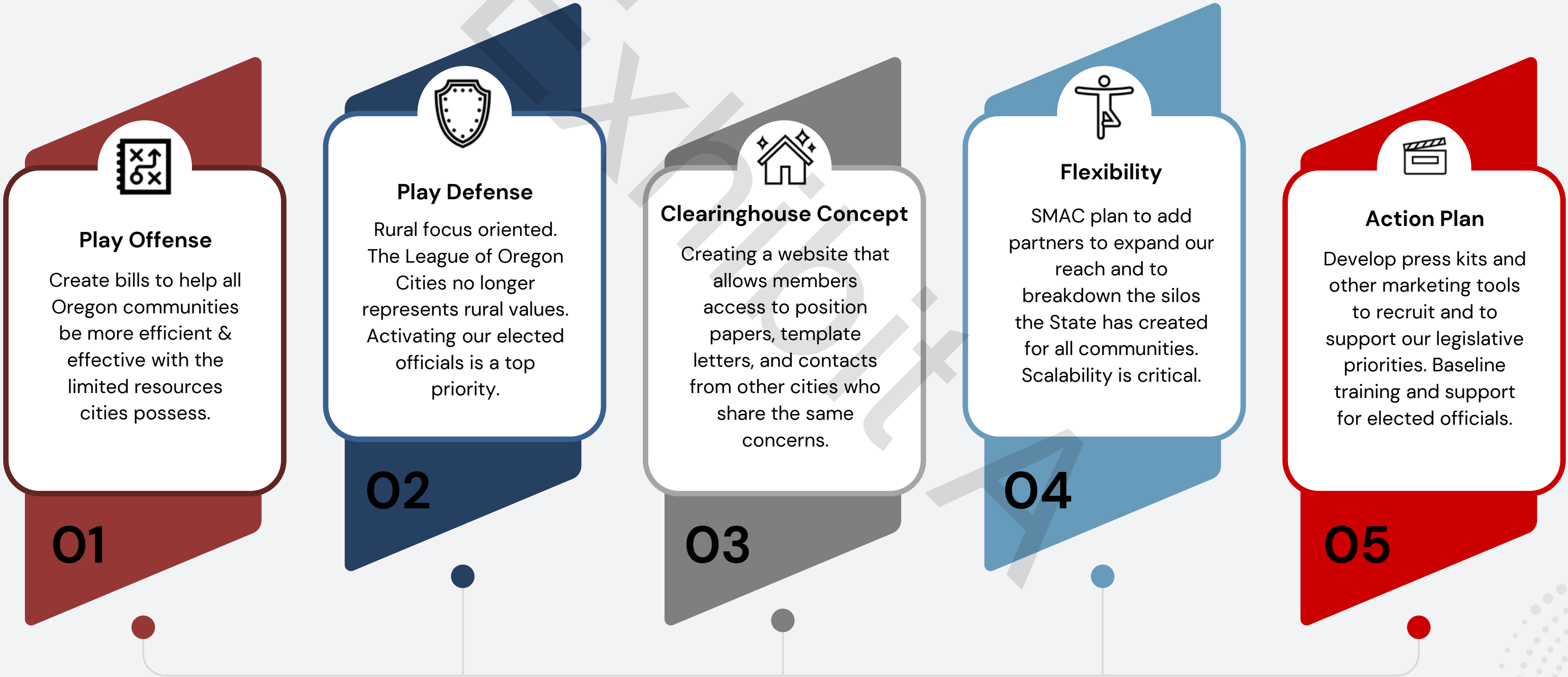
- ★ You will receive an invoice for your share of the applicable monthly charges to SMAC on the 1<sup>st</sup> of the month following your City joining our organization. The charge will be equal to the current share of costs, for the remainder of the quarter in which you join. 2.
- ★ Please see the information in relation to invoices/billing on the SMAC website as directed earlier. The cost of our program will be adjusted once a quarter. Costs are shared on a quarterly basis.

Exhibit A



# Small Municipalities Advocacy Coalition

*SMAC Model Key Components*



Agenda Bill

**Harrisburg City Council**

Harrisburg, Oregon

THE MATTER OF CONSIDERING A FUTURE AMENDMENT TO HMC 10.05.140

STAFF REPORT:

- Exhibit A: HMC 10.05.140
- Exhibit B: Springfield parking code & ORS 811.570
- Exhibit C: 6<sup>th</sup> Place Cul-de-sac

ACTION: PROVIDE CONSENSUS ON WHETHER STAFF SHOULD

MODIFY CURRENT CODE STANDARDS

THIS AGENDA BILL IS DESTINED FOR: Agenda – October 13, 2026

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

STAFF RECOMMENDATION:

Staff recommends Council Discuss

BACKGROUND INFORMATION:

At the last City Council meeting, Staff brought an incident in relation to a dispute about parking in a cul-de-sac. The City’s current code is shown in **Exhibit A**. Code that came from City of Springfield, is shown in **Exhibit B** along with ORS 811.570.

While we don’t want to respond to code enforcement by constantly amending our own code; it is still important for us to consider changes that could improve our own municipal code. In this case, the section in Springfield code 6.005(1) is very clear about parallel parking; while our code does not include that terminology.

Council should discuss whether they feel the City should update it’s terminology in order to be clearer about the requirements of parking parallel.

REVIEW AND APPROVAL:

Michelle Eldridge

10/08/2026

NameDate

Title

*City of Harrisburg, OR  
Tuesday, September 22, 2026*

## Title 10. Vehicles and Traffic

### Chapter 10.05. VEHICLE AND PEDESTRIAN TRAFFIC

#### § 10.05.140. Method of parking.

1. When on a public street or public lot, no person shall park or stand a vehicle other than in the direction of the traffic flow and in such a manner that the front vehicle tire closest to the curb is located within 12 inches of the curb and within a single marked space, unless the size or shape of the vehicle makes compliance impossible.
  2. The operator who first begins maneuvering a motor vehicle into a vacant parking space on a street or public lot has priority to park in that space, and no other vehicle operator shall attempt to interfere.
  3. When the operator of a vehicle discovers the vehicle is parked close to a building to which the Fire Department has been summoned, the operator shall immediately remove the vehicle from the area unless directed otherwise by police or fire officers.
- (Ord. 906 § 1, 2012; Ord. 907 § 4, 2012; Ord. 928 § 1 (Exh. A), 2015; Ord. 933 § 1 (Exh. A), 2015)

City of Springfield, OR  
Thursday, September 10, 2026

## Chapter 6. Vehicles and Traffic

### Article II. MOTOR VEHICLES

#### Article 1. Parking and Standing

##### 6.005. Method.

- (1) No person shall stand or park a vehicle on a street, including a cul-de-sac, other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the edge of the curb, except where the street is marked or signed for angle parking, in which case motor vehicles shall be parked with the front headed into the curb, and at the angle of and between painted stripes or other markings upon the pavement where such head-in parking is indicated.
- (2) Where parking space markings are placed on a street, or on a city owned parking lot, no person shall stand or park a vehicle other than in the indicated direction and, unless the size or shape of the vehicle makes compliance impossible, within a single marked space.
- (3) The operator who first begins maneuvering a motor vehicle into a vacant parking space on a street shall have priority to park in that space, and no other vehicle operator shall attempt to deprive the person of priority or block the access.
- (4) Whenever the operator of a vehicle discovers that the vehicle is parked close to a building to which the fire department has been summoned, the operator shall immediately remove the vehicle from the area, unless otherwise directed by a police officer or fire fighter.

# ORS 811.570

## Improperly positioning parallel parked vehicle

- exception
- affirmative defense
- penalty

- (1) A person commits the offense of improperly positioning a parallel parked vehicle if:
- (a) The person stops or parks a vehicle on a highway where parallel parking is permitted and the vehicle is not parked in accordance with the following:
- (A) Upon a two-way highway, the vehicle shall be positioned so that the right-hand wheels are parallel to and within 12 inches of the right curb or, if none, as close as possible to the right edge of the right shoulder.
- (B) On a one-way highway where parallel parking is permitted on either side, a vehicle parked or stopped on the right side shall be positioned in accordance with the requirements of subparagraph (A) of this paragraph and a vehicle parked or stopped on the left side shall be positioned so that the left-hand wheels are parallel to and within 12 inches of the left curb or, if none, as close as possible to the left edge of the left shoulder.
- (C) Where marked parking spaces are provided, a vehicle shall be positioned so that it faces in the direction in which vehicles in the adjacent lane of the roadway are required to travel and so that the wheels are within the parking space markings which are parallel to the curb or, if none, to the edge of the shoulder; **or**
- (b) The person is the owner of an unattended vehicle parked on a highway in violation of paragraph (a) of this subsection.
- (2) The provisions of this section do not apply to the driver of a vehicle that is disabled in such manner and to such extent that the driver cannot avoid stopping or temporarily leaving the disabled vehicle in a position prohibited by this section.
- (3) A police officer, under authority granted by ORS 810.430 (Movement of illegally parked vehicles), may move or require to be moved a vehicle that is parked in

## AI Overview

There is **no specific Oregon Revised Statute (ORS) written exclusively for cul-de-sacs**; instead, parking in a cul-de-sac is strictly governed by **Oregon's standard vehicle positioning and obstruction statutes**.  eCode360

Under Oregon state law, standard cul-de-sacs are legally treated as public roadways, meaning all standard traffic codes apply:  Johnston Law Firm

## 1. The Parallel Parking Mandate

- **ORS 811.570**: This is the most frequently cited statute for cul-de-sac violations. It requires that vehicles on a two-way street be parked **parallel to the curb, facing the direction of traffic, and with the curbside wheels within 12 inches of the edge**.  OregonLaws
- **The Cul-de-Sac Reality**: Because a cul-de-sac is curved, parking parallel means your car must curve along the outer edge. **Angle parking or parking perpendicular ("head-in") to the curb is illegal** unless the local road authority has explicitly marked or signed the pavement for angle parking [[1.1.3](#), [1.1.15](#)].  American Legal Publishin...

## 2. General Prohibitions & Obstructions

- **ORS 811.550**: This statute outlines areas where stopping, standing, or parking is strictly prohibited. In a cul-de-sac, you cannot park in a way that blocks a public or private driveway, nor can you park on top of a sidewalk (even if it cuts through a driveway). You must also remain **10 feet away from fire hydrants** and **20 feet away from crosswalks/intersections**.  OregonLaws +2
- **Blocking the Turnaround**: Under this same statute, you cannot park "alongside or opposite a street excavation or obstruction when stopping, standing or parking would obstruct traffic". Because cul-de-sacs are designed as turnaround bubbles for emergency vehicles (like fire trucks) and utility vehicles (like garbage trucks), parking in the center or nose-in often constitutes an illegal traffic obstruction.  JustAnswer +1

## 3. Penalties

- **ORS 811.555**: Violating general parking rules or obstructing traffic is a **Class D traffic violation**.  OregonLaws

## 💡 Local Municipal Codes take Precedence

Because the state delegates specific parking rules to local road authorities (ORS

6th Place Cul-de-Sac



9/22/2026, 12:55:35 PM



Sales



City Limits



Roads



County Boundary



Address Points



Railways



Tax Lots

World\_Hillshade



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodienstverlen, Rijkswaterstaat, GSA, Geoland,

Lin County

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

4.

**THE MATTER OF APPROVING THE CONSENT LIST**

**STAFF REPORT:**

Exhibit A: City Council Minutes for August 11, 2026 & August 25, 2026  
Exhibit B: Payment Approval Report for September 2026  
Exhibit C: Municipal Court Collections Report for September 2026  
Exhibit D: Municipal Court Citation Report for September 2026  
Exhibit E: Code Enforcement Report for September 2026

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

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

- 1. City Council Minutes for August 11, 2026, and August 25, 2026**
  - 2. The Payment Approval Report for September 2026**
- 

**THIS AGENDA BILL IS DESTINED FOR:** Consent Agenda –October 13, 2026

**STAFF RECOMMENDATION:**

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

**Building Permits:**

September 2026: Submitted: 9  
Issued: 11  
New Homes: Issued: 1

**Residential Valuation:** \$362,962.00

**Commercial Valuation:** \$0.00

**2026 YTD Valuation:** \$673,936.00

*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:**

- No new licenses issued

**Harrisburg Municipal Court:**

- The Collection Report (**EXHIBIT C**) for the month of September 2026 is \$9,737.33.
- The Citation Report (**EXHIBIT D**) shows there were 25 citations issued in the month of September 2026 for a total of 26 offenses. There were five defendants charged with Criminal Failure to Appear and one defendant cited for Unreasonable Noise.

**Monthly Code Enforcement:** Exhibit E shows the monthly code enforcement action taken during the month of September 2026.

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

4.

**Harrisburg and HRA Budget Committee: Chairperson** Dana Henry

The Harrisburg and HRA Budget Committee last met on Monday, May 11, 2026. Those minutes are not yet available.

*Next Years Scheduled Meeting: TBD*

**Library Board:** Chairperson Alexandria Bennett

The Library Board last met on July 7, 2026. Those minutes are not yet available.

*Next Scheduled Meeting: November 3, 2026*

**Personnel Committee:** Chairperson Kimberly Downey

The Personnel Committee last met on February 18, 2026. Those minutes are not yet available.

*Next Scheduled Meeting: TBD*

**Planning Commission:** Chairperson Todd Culver

The Planning Commission last met on July 21, 2026. Those minutes are not yet available.

*Next Scheduled Meeting: October 20, 2026*

**REVIEW AND APPROVAL:**

*Lori Ross*

10/08/2026

Lori Ross

Date

City Recorder

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.



## City Council Minutes August 11, 2026

---

|                     |                                                                                                                                                                                       |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mayor:              | Robert Duncan, Presiding                                                                                                                                                              |
| Council President:  | Mike Caughey, Present                                                                                                                                                                 |
| Councilors Present: | Randy Klemm, Cindy Knox, Dana Henry and Jeremy Moritz                                                                                                                                 |
| Councilors Absent:  | Kim Downey (Excused)                                                                                                                                                                  |
| Staff Present:      | City Administrator Michele Eldridge, Public Works Director Chuck Scholz, Finance Director/Deputy City Recorder Cathy Nelson and City Recorder/Municipal Court Administrator Lori Ross |
| 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 6:32pm.

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

Before the first matter on the agenda, Councilor Klemm took a moment to address Council at his final meeting, stating it was a privilege and a pleasure to serve Harrisburg. Mayor Duncan read a few quotes for Klemm and added, along with all Council members, it was an honor to serve on City Council with him.

Council also acknowledged Ross for her 20 years of service to the City of Harrisburg.

**THE MATTER OF APPROVING ORDINANCE NO. 1015, "AN ORDINANCE RENEWING THE FRANCHISE OF BNSF RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, SUPERSEDING ORDINANCE NO'S. 798, 988 AND 999, AND TO DECLARE AN EMERGENCY":** Eldridge

August 11, 2026

informed Council that City Attorney Sean Kidd, has completed the process, and the City now has an agreement with BNSF that needs ratification from City Council. Eldridge addressed the following:

- The City has received a deposit of \$62,500 and the remainder of the \$125,000, one-time payment, will be paid next year.
- On page 8, BNSF agrees they will be responsible for the cost of the project, and the project will be of no cost to the residents.
- On pages 8-9, the 2-year timeline is outlined and the acknowledgement of a possible extension due to circumstances beyond BNSF's control.
- Eldridge informed Council the City received \$13,599 for the 2026 franchise fees instead of the \$20,000 as previously indicated to Council. Nelson apologized to Council for the misinformation.
- Eldridge added that Kidd, Mayor Duncan and herself, chose to process the agreement quickly to enable a timely notification to both utilities and to residents on 4<sup>th</sup> St.
- Eldridge added that the City requested the agreement state they would be working with BNSF exclusively, which is not included. Kidd felt it wasn't necessary as long as the work was completed in the manner agreed to.
- On page 11, BNSF agrees to convey the park to the City, however, the City could choose not to take ownership pending the results of the environmental assessment.
- Henry inquired about page 11, and why the \$125,000 is stated as a one-time payment if it was split into two. Henry then asked if we had it in writing somewhere to ensure we would receive it. Eldridge to inquire with Kidd.
- Henry noted that as per the 2023 Franchise Agreement, the franchise fee was \$13,000 in 2023 with a 3% increase due annually. Henry then added that the City should have received \$20,000 effective 2026. Eldridge stated the \$20,000 would begin the 3<sup>rd</sup> year of this new agreement, in 2029.
- Mayor Duncan commented that BNSF will be paying in full for the project, and that he doesn't want to risk moving forward over a \$6,000 difference annually.
- Caughey referred to page 8, section 3.1 and the wording of 'reconstruct' and felt it should be 'construct' due to the street not having any curb/gutters or sidewalks. Scholz stated that 'reconstruct' is a common construction term.
- Klemm referred to page 9, and the circumstances that could impact the completion of the project and was concerned about a possible delay due to grants. Eldridge stated that all grants, which are federal grants, have already been applied for. Eldridge suggested stating something in the Construction Maintenance and Agreement (C&M). Klemm would like the City to be in charge of the grants for this project.
- Scholz voiced his disappointment that PNWR's name was mentioned in the agreement.
- Resident Donna Duncan stated there should be no place in the contract for PNWR. Eldridge commented that the C&M will be a place to add who we deal with and work with.
- Resident Kay Barnett stated she felt uneasy about the contract and added that if it's not in the contract it doesn't exist.
- Eldridge reminded Council that we already have a legal agreement in place that needs to be ratified and then we can have Kidd fix our concerns. Eldridge reminded Council the engineer walkthrough is August 26<sup>th</sup>; the 4<sup>th</sup> St Residents meeting will be held September 17<sup>th</sup> (**Addendum 1**) and the 2<sup>nd</sup> meeting, a Town Hall meeting, will be October 7<sup>th</sup>.
- 4<sup>th</sup> St resident Brian Shaddy voiced his frustration with having no say in the project and feels the City hid behind Executive Sessions. Eldridge pointed out that BNSF is paying for the entire project, and the design is still being agreed to. Mayor Duncan added that

August 11, 2026

the process the City followed was the legal and ethical way of handling this project. (Shaddy left the meeting angry) Scholz added the City has to follow transit design standards, so residents are not able to have input on the design.

- Eldridge noted the following suggested changes to the agreement:
  - Section 3.1, change 'reconstruct' to construct'.
  - Section 5.1, specify the language for the franchise fee to be better written and clearer.
  - Section 5.2, change PNWR in terms of the Franchise Agreement.
- Henry **motioned to ratify as *amended* and further approve Ordinance No. 1015, "AN ORDINANCE RENEWING THE FRANCHISE OF BNSF RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, SUPERSEDING ORDINANCE NO'S. 798, 988 AND 999, AND TO DECLARE AN EMERGENCY"** and was **seconded by Klemm. The motion passed unanimously by a vote of 5-0.** (Yes: Henry, Klemm, Caughey, Knox and Moritz. No: None.)

**THE MATTER OF APPROVING THE 4TH QUARTER 2025/2026 EXPENSE REPORT:** Nelson referred to page 18 of the agenda pointing out the revenues that finished under what was budgeted for. Nelson added the Intergovernmental Revue shortage was due to not receiving grants and the Taxes shortage was due to the HRA Fund being underpaid in 2024-2025 reducing the City's portion this fiscal year by \$110,000.

- Henry **motioned to approve the 4<sup>th</sup> Quarter 2025/2026 Expense Report and was seconded by Klemm. The motion passed unanimously by a vote of 5-0.** (Yes: Henry, Klemm, Caughey, Knox and Moritz. No: None.)

**THE MATTER OF AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN ADDENDUM TO THE CITY OF HARRISBURG CITY ENGINEERING SERVICES CONTRACT:** Eldridge recommended not making any changes to the contract at this time. Eldridge referred to **Addendum 2** which shows the new rates. Henry pointed out the contract ending year on page 44, as June 30, 2029. Staff discussed and recommended amending to July 31, 2029, to account for the August 1, 2026, effective date.

- Klemm **motioned to authorize the City Administrator to sign the contract on behalf of the City of Harrisburg as *amended* and was seconded by Caughey. The motion passed unanimously by a vote of 5-0.** (Yes: Klemm, Caughey, Knox, Henry, and Moritz. No: None.)

**THE MATTER OF DISCUSSING PANHANDLING IN THE CITY OF HARRISBURG:** Eldridge reviewed the staff report then referred to page 49, showing the City of Albany's ordinance regarding panhandling.

- Henry thinks this particular person is not a problem, and it doesn't constitute the cost involved and would like to leave the code as is.
- Klemm agrees with Henry.
- Mayor Duncan thinks we need to protect our citizens and noted that handing something to someone on the highway is dangerous.
- Scholz informed Council that signs stating the code would not be able to be placed on the highway as per ODOT.
- *The consensus was to not move forward with an ordinance at this time.*

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**THE MATTER OF APPROVING THE CONSENT LIST:** Nelson informed Council that Librarian Pelkey was awarded a grant for her out-of-state travel which included paying for staff to work while she's attending the conference. No comments or concerns.

- Klemm **motioned to approve the consent list, as presented and was seconded by Henry. The motion passed unanimously by a vote of 5-0.** (Yes: Klemm, Henry, Caughey, Knox, and Moritz. No: None.) A motion to approve the consent list approved the following:
  - **The City Council Minutes for June 9, 2026; June 23, 2026 & July 28, 2026**
  - **The Payment Approval Report for July 2026**
  - **Out of State Travel for Mandy Pelkey to attend the IMLS Conference in Reno, Nevada**

**CITY ADMINISTRATOR VERBAL REPORT:**

- Eldridge thanked everyone for attending National Night Out adding there were about 225 meals served.
- The last Summer Sounds concert of the season had about 440 attendees.
- The Harvest Festival had about 2,6000 attendees with 21 vendors and over 30 pullers.
- Eldridge informed Council that Republic Services was not happy with the clean-up event this year and is suggesting some changes for next year. She will be responding with an email this week. Eldridge added the possibility of having the volunteer firefighters assist next year with a donation.

**OTHERS:**

- Scholz informed Council the Rectangular Rapid Flashing Beacon (RRFB) project has been halted by ODOT due to a corner of the ADA ramp being chipped.
- Scholz also added the Water Treatment Plant Project has also been delayed due to waiting on parts for the electrical. Well No. 8 and 9 pumps are in, so they have begun prepping.
- Eldridge reminded Council of the LOC Meeting Friday, in Monroe.
- Eldridge will be in Junction City on Monday participating in the City Administrator Interview Panel.
- Caughey reminded Scholz about touring the water plants once completed.
- Caughey asked Scholz about the possibility of cyber-attacks on our water system. Scholz noted that we don't use 3<sup>rd</sup> party sites to control the plants and added that ours is a direct dedicated line to each plant.
- Eldridge reminded Council of the SMAC meeting next Wednesday at 7pm in Salem where they will be meeting our new lobbyist.

**With no further business, the City Council Meeting adjourned at the hour 8:43pm.**

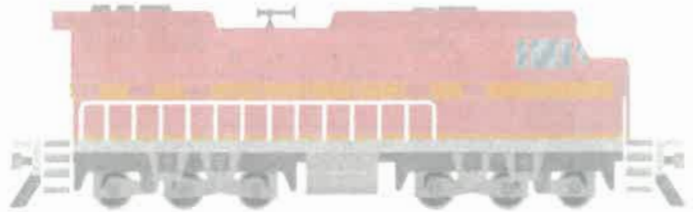
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Mayor

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City Recorder

**SAVE THE DATE:  
SEPT 17, 2026  
6:00PM**



**Harrisburg Municipal Center, 354 Smith St.**

**4th St. Rail/Street Improvement Project:**

**Property Owner Meeting:** Join the City of Harrisburg & BNSF to Review the Design of 4<sup>th</sup> St, see how the street will be improved, and how it will affect your property.

*\*Design exhibits are still in production, and will not be available until the meeting.* A direct letter with information about the project, will be sent to each property owner two weeks before the project meeting.

**SAVE THE DATE:  
SEPT 17, 2026  
6:00PM**



**Harrisburg Municipal Center, 354 Smith St.**

**4th St. Rail/Street Improvement Project:**

**Property Owner Meeting:** Join the City of Harrisburg & BNSF to Review the Design of 4<sup>th</sup> St, see how the street will be improved, and how it will affect your property.

*\*Design exhibits are still in production, and will not be available until the meeting.* A direct letter with information about the project, will be sent to each property owner two weeks before the project meeting.

March, 2026



## SCHEDULE OF HOURLY CHARGE RATES

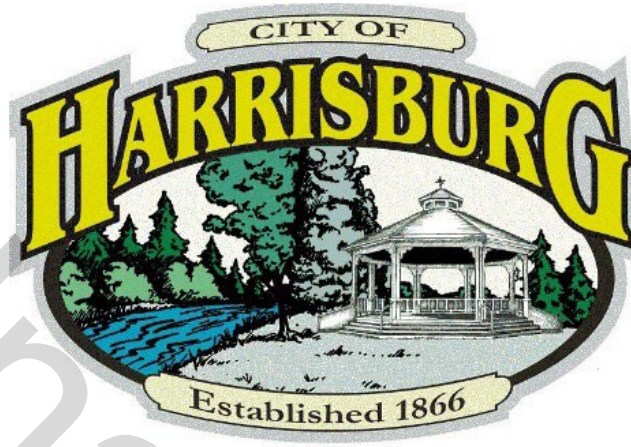
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|                                                          |       |
|----------------------------------------------------------|-------|
| Principal                                                | \$245 |
| Associate                                                | \$195 |
| Contract City Engineer                                   | \$195 |
| Geotechnical Engineer                                    | \$295 |
| Sr. Professional Engineer                                | \$185 |
| Sr. Professional Planner                                 | \$175 |
| Professional Land Surveyor                               | \$175 |
| Project Engineer II                                      | \$175 |
| Project Engineer I                                       | \$160 |
| Ecological Engineer                                      | \$155 |
| Engineering Designer                                     | \$150 |
| Engineering Technician                                   | \$140 |
| Survey Technician                                        | \$140 |
| Survey Field Crew (1-Person)                             | \$250 |
| Survey Field Crew (2-Person, 3D Scanner, or Drone Pilot) | \$300 |
| Administrative Staff                                     | \$105 |
| Intern                                                   | \$95  |

|                   |                  |
|-------------------|------------------|
| Mileage           | Current IRS Rate |
| Plots             | \$15/Sheet       |
| Sub-consultants   | 1.10 times cost  |
| Printing Services | 1.10 times cost  |

August 25, 2026

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.



City Council Minutes  
August 25, 2026

Mayor: Robert Duncan, Presiding  
 Council President: Mike Caughey, Present  
 Councilors Present: Kimberly Downey, Dana Henry, Cindy Knox, Dan Meyers, and Jeremy Moritz  
 Staff Present: City Administrator Michele Eldridge, Finance Director/Deputy City Recorder Cathy Nelson, Public Works Director Chuck Scholz, and City Attorney Sean Kidd  
 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 6:32pm

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

**THE MATTER OF MEETING WITH A MEMBER REPRESENTATIVE FROM LCSO IF ONE IS AVAILABLE:** Sargent Frambes with LCSO reviewed the June and July 2026 reports. Some highlights included:

- Lots of juvenile issues with curfew and e-bikes.
- Stolen car, probably false report for insurance.
- 99 Grill accident, an elderly woman missed the brake.
- Fire in Eagle Park due to truck parking in high grass.
- Voo broke into through the side alley door.

August 25, 2026

**THE MATTER OF APPOINTING DAN MEYERS TO THE CITY COUNCIL FOR A TERM ENDING DECEMBER 31, 2028:** Mayor Duncan addressed Dan Meyers and stated that he had known him for 30+ years.

- Henry **motioned to appoint Dan Meyers to the City Council for a term ending December 31, 2028, as per the recommendation of Mayor Robert Duncan and was seconded by Downey. The motion passed unanimously by a vote of 5-0** (Yes: Caughey, Downey, Henry, Knox, and Moritz. No: None.)
- Deputy City Recorder, Cathy Nelson, swore in Councilor Dan Meyers.

**THE MATTER OF REVIEWING THE 2026 2<sup>nd</sup> QUARTER CRIME RESULTS FOR THE CITY OF HARRISBURG:** Eldridge showed that property crimes remain low. Traffic arrests are down.

**THE MATTER OF APPROVING AS LIQUOR LICENSE FOR THE VOO:** New owner Alan Hromas was present.

- Henry **motioned to recommend to the OLCC that a liquor license for the Voo is approved and was seconded by Caughey. The motion passed unanimously by a vote of 6-0** (Yes: Caughey, Downey, Henry, Knox, Meyers, and Moritz. No: None.)

**THE MATTER OF RECOMMENDING LEGISLATIVE PRIORITIES TO THE LEAGUE OF OREGON CITIES (LOC) FOR THE 2027 LEGISLATIVE SESSION:** Eldridge pointed out that the LOC does support home rule and is a good resource. The list of issues with comments can be found on pages 60, 66, 72 and 73 of the agenda packet.

- Mayor Duncan asked if there has been any movement on reducing cost of BOLI wages. Eldridge and Scholtz said not at this time.
- Caughey agreed that the city must respond with our priorities.
- Council agreed they will bring back their priorities to the next meeting for a tally.

**OTHERS:**

- Issuing a permit for the upcoming Marathon.
- Working on watering the triangle around the "Welcome to Harrisburg" sign.
- Eagle Park work party is coming soon. OSMB grant is coming up, and city is hoping to use it for a dock further down on the ponds.

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

- Council recessed at 7:29pm and entered an executive session.
- Council came back into regular session at 8:07pm.
- Caughey **motioned to amend Ordinance No. 1015 to remove the amendments on Sections 5.1 and 5.2 and was seconded by Downey. The motion passed unanimously by a vote of 6-0** (Yes: Caughey, Downey, Henry, Knox, Meyers, and Moritz. No: None.)

**With no further business, the City Council Meeting adjourned at the hour 8:09pm.**

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Mayor

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City Recorder

## Report Criteria:

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

| Vendor      | Vendor Name                     | Invoice Number | Description          | Invoice Date | Amount Paid | GL Account Number |
|-------------|---------------------------------|----------------|----------------------|--------------|-------------|-------------------|
| <b>1206</b> |                                 |                |                      |              |             |                   |
| 1206        | Analytical Lab & Consultants    | 184891         | Water Testing        | 08/05/2026   | 300.00      | 51-65-4200        |
| 1206        | Analytical Lab & Consultants    | 184892         | Water Testing        | 08/05/2026   | 362.00      | 52-65-4200        |
| 1206        | Analytical Lab & Consultants    | 185316         | Water Testing        | 08/29/2026   | 724.00      | 52-65-4200        |
| 1206        | Analytical Lab & Consultants    | 185317         | Water Testing        | 08/29/2026   | 362.00      | 52-65-4200        |
| 1206        | Analytical Lab & Consultants    | 185470         | Water Testing        | 08/31/2026   | 362.00      | 52-65-4200        |
| Total 1206: |                                 |                |                      |              | 2,110.00    |                   |
| <b>4019</b> |                                 |                |                      |              |             |                   |
| 4019        | Better Portable Toilets, Inc.   | 65737          | PW Misc Supplies     | 08/31/2026   | 191.00      | 10-72-6700        |
| Total 4019: |                                 |                |                      |              | 191.00      |                   |
| <b>3693</b> |                                 |                |                      |              |             |                   |
| 3693        | Branch Engineering Inc          | 24884          | Engineering Services | 08/29/2026   | 2,277.54    | 11-42-2100        |
| 3693        | Branch Engineering Inc          | 24885          | Engineering Services | 08/29/2026   | 19,181.65   | 51-78-8015        |
| 3693        | Branch Engineering Inc          | 24886          | Engineering Services | 08/29/2026   | 930.00      | 10-41-4000        |
| 3693        | Branch Engineering Inc          | 24887          | Engineering Services | 08/29/2026   | 2,240.00    | 25-70-8000        |
| 3693        | Branch Engineering Inc          | 24888          | Engineering Services | 08/29/2026   | 2,281.25    | 11-42-2100        |
| Total 3693: |                                 |                |                      |              | 26,910.44   |                   |
| <b>4070</b> |                                 |                |                      |              |             |                   |
| 4070        | Caleb Smith                     | PER DIEM 9.1   | PER DIEM             | 09/09/2026   | 86.00       | 10-63-2200        |
| Total 4070: |                                 |                |                      |              | 86.00       |                   |
| <b>3876</b> |                                 |                |                      |              |             |                   |
| 3876        | Cascades West Regional Consorti | 155            | Membership Dues      | 08/28/2026   | 1,500.00    | 10-63-2100        |
| Total 3876: |                                 |                |                      |              | 1,500.00    |                   |
| <b>3773</b> |                                 |                |                      |              |             |                   |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 17.28       | 10-69-3500        |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 41.99       | 52-65-3500        |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 45.64       | 52-65-3500        |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 41.12       | 10-69-3500        |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 45.64       | 52-65-3500        |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 41.99       | 52-65-3500        |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 45.64       | 52-65-3500        |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 40.44       | 52-65-3500        |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 41.12       | 51-65-3500        |
| 3773        | CenturyLink                     | AUGUST 2026    | Phone Bill           | 08/31/2026   | 44.09       | 51-65-3500        |
| Total 3773: |                                 |                |                      |              | 404.95      |                   |
| <b>2939</b> |                                 |                |                      |              |             |                   |
| 2939        | Cobalt Computer Services, Inc.  | 35721          | Firewall             | 08/31/2026   | 8,521.00    | 40-67-8100        |
| 2939        | Cobalt Computer Services, Inc.  | 35722          | Firewall             | 08/31/2026   | 3,848.86    | 40-67-8100        |
| 2939        | Cobalt Computer Services, Inc.  | 35753          | Computer Service     | 08/31/2026   | 777.40      | 40-65-8015        |
| 2939        | Cobalt Computer Services, Inc.  | 35877          | Computer Service     | 08/31/2026   | 2,062.50    | 40-65-8015        |

| Vendor      | Vendor Name                   | Invoice Number | Description                         | Invoice Date | Amount Paid | GL Account Number |
|-------------|-------------------------------|----------------|-------------------------------------|--------------|-------------|-------------------|
| Total 2939: |                               |                |                                     |              | 15,209.76   |                   |
| <b>2720</b> |                               |                |                                     |              |             |                   |
| 2720        | Comcast                       | SEPT 2026 PW   | Internet Service                    | 09/01/2026   | 157.42      | 51-65-3550        |
| 2720        | Comcast                       | SEPT 2026 PW   | Internet Service                    | 09/01/2026   | 157.43      | 52-65-3550        |
| 2720        | Comcast                       | SEPT 26 LIB    | Internet Service                    | 08/23/2026   | 286.85      | 24-60-2525        |
| Total 2720: |                               |                |                                     |              | 601.70      |                   |
| <b>3913</b> |                               |                |                                     |              |             |                   |
| 3913        | DataBar Inc                   | 275963         | Utility Billing Statements          | 09/01/2026   | 481.71      | 52-74-2200        |
| 3913        | DataBar Inc                   | 275963         | Utility Billing Statements          | 09/01/2026   | 481.71      | 51-74-2200        |
| 3913        | DataBar Inc                   | 275963         | Utility Billing Statements          | 09/01/2026   | 68.05       | 23-70-2500        |
| 3913        | DataBar Inc                   | 275981         | Utility Billing Statements          | 09/02/2026   | 399.85      | 23-70-2500        |
| Total 3913: |                               |                |                                     |              | 1,431.32    |                   |
| <b>3966</b> |                               |                |                                     |              |             |                   |
| 3966        | DCBS Fiscal Services          | AUGUST 2026    | State Surcharge - Building/Electric | 08/31/2026   | 65.14       | 26-70-1050        |
| 3966        | DCBS Fiscal Services          | AUGUST 2026    | State Surcharge - Building/Electric | 08/31/2026   | 65.79       | 27-70-1050        |
| Total 3966: |                               |                |                                     |              | 130.93      |                   |
| <b>3896</b> |                               |                |                                     |              |             |                   |
| 3896        | Delapoer Kidd PC              | 2261           | Attorney Fees                       | 09/01/2026   | 1,207.50    | 10-42-2500        |
| 3896        | Delapoer Kidd PC              | 2261           | Attorney Fees                       | 09/01/2026   | 892.50      | 10-42-2700        |
| Total 3896: |                               |                |                                     |              | 2,100.00    |                   |
| <b>2120</b> |                               |                |                                     |              |             |                   |
| 2120        | Enviro-Clean Equipment, Inc.  | 10P3021        | Misc P/W Exp                        | 09/03/2026   | 1,471.77    | 11-45-3000        |
| Total 2120: |                               |                |                                     |              | 1,471.77    |                   |
| <b>1946</b> |                               |                |                                     |              |             |                   |
| 1946        | Ferguson Waterworks           | 1388236        | P/W Misc. Expense                   | 08/26/2026   | 107.00      | 51-65-4600        |
| Total 1946: |                               |                |                                     |              | 107.00      |                   |
| <b>4071</b> |                               |                |                                     |              |             |                   |
| 4071        | HP Civil, Inc.                | 20-009C #23    | Water Bond Well Pumps               | 08/26/2026   | 45,402.05   | 55-60-3000        |
| Total 4071: |                               |                |                                     |              | 45,402.05   |                   |
| <b>1220</b> |                               |                |                                     |              |             |                   |
| 1220        | Hurd's Custom Machinery, Inc. | 1025           | Public Works Supplies               | 08/13/2026   | 166.58      | 52-65-2400        |
| 1220        | Hurd's Custom Machinery, Inc. | 1025           | Public Works Supplies               | 08/13/2026   | 237.26      | 10-72-4000        |
| 1220        | Hurd's Custom Machinery, Inc. | 1079           | Public Works Supplies               | 08/24/2026   | 55.52       | 11-43-3000        |
| 1220        | Hurd's Custom Machinery, Inc. | 879            | Public Works Supplies               | 08/01/2026   | 135.39      | 10-72-4000        |
| Total 1220: |                               |                |                                     |              | 594.75      |                   |
| <b>3432</b> |                               |                |                                     |              |             |                   |
| 3432        | John Deere Financial          | 7112972        | Sweeper                             | 08/18/2026   | 137.55      | 11-45-3000        |
| 3432        | John Deere Financial          | 7113792        | Sweeper                             | 08/18/2026   | 275.10      | 11-45-3000        |
| 3432        | John Deere Financial          | 7137532        | Sweeper                             | 08/31/2026   | 19.56       | 11-45-3000        |

| Vendor      | Vendor Name      | Invoice Number | Description                     | Invoice Date | Amount Paid | GL Account Number |
|-------------|------------------|----------------|---------------------------------|--------------|-------------|-------------------|
| Total 3432: |                  |                |                                 |              | 432.21      |                   |
| <b>3968</b> |                  |                |                                 |              |             |                   |
| 3968        | Junction City    | AUGUST 2026    | Building/Electrical Permit Fees | 08/31/2026   | 506.53      | 26-70-1000        |
| 3968        | Junction City    | AUGUST 2026    | Building/Electrical Permit Fees | 08/31/2026   | 356.36      | 27-70-1000        |
| Total 3968: |                  |                |                                 |              | 862.89      |                   |
| <b>4048</b> |                  |                |                                 |              |             |                   |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 224.87      | 10-53-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 17.47       | 10-53-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 9.50        | 10-63-2200        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 2,253.85    | 23-70-2700        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 41.23       | 10-63-2300        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 260.00      | 10-63-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 22.00       | 10-53-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 50.00       | 10-53-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 259.98      | 41-78-8170        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 39.98       | 51-65-3300        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 39.98       | 52-65-3300        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 16.99       | 10-72-4000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 45.00       | 10-53-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 39.00       | 10-53-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 94.97       | 10-60-2300        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 260.00      | 10-63-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 83.28       | 10-60-2300        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 19.00       | 10-53-2200        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 101.96      | 10-72-4000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 799.84      | 11-43-2100        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 199.99      | 24-60-2800        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 23.54       | 24-60-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 25.00       | 10-53-2200        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 139.99      | 52-65-4600        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 9.98        | 10-72-4000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 37.18       | 10-42-2800        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 16.98       | 24-60-3050        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 213.39      | 10-63-2200        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 751.98      | 24-60-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 24.01       | 24-60-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 42.14       | 24-60-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 53.82       | 10-53-2200        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 21.99       | 24-60-3050        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 37.38       | 24-60-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 65.10       | 10-53-2200        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 7.12        | 10-53-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 52.35       | 24-60-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 16.98       | 24-60-3050        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 513.60      | 10-60-2400        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 82.00       | 10-60-2400        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 25.00       | 10-53-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 25.99       | 24-60-3050        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 59.99       | 24-60-2800        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 385.00      | 10-63-2000        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 9.50        | 23-70-2500        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 2.27        | 10-60-2400        |
| 4048        | KeyBank Key Card | AUGUST 2026    | Misc Credit Card Charges        | 08/31/2026   | 56.54       | 23-70-2500        |

| Vendor      | Vendor Name                 | Invoice Number | Description              | Invoice Date | Amount Paid | GL Account Number |
|-------------|-----------------------------|----------------|--------------------------|--------------|-------------|-------------------|
| 4048        | KeyBank Key Card            | AUGUST 2026    | Misc Credit Card Charges | 08/31/2026   | 159.09      | 23-70-2500        |
| 4048        | KeyBank Key Card            | AUGUST 2026    | Misc Credit Card Charges | 08/31/2026   | 9.50        | 23-70-2500        |
| 4048        | KeyBank Key Card            | AUGUST 2026    | Misc Credit Card Charges | 08/31/2026   | 47.50       | 23-70-2500        |
| Total 4048: |                             |                |                          |              | 7,603.86    |                   |
| <b>4044</b> |                             |                |                          |              |             |                   |
| 4044        | Linn County Sheriff's Posse | 8.7.26         | Harvest Fest Event       | 09/22/2026   | 640.00      | 23-70-2500        |
| Total 4044: |                             |                |                          |              | 640.00      |                   |
| <b>1984</b> |                             |                |                          |              |             |                   |
| 1984        | McCrometer, Inc.            | 635125         | P/W Misc. Expense        | 08/26/2026   | 1,262.68    | 52-65-2400        |
| Total 1984: |                             |                |                          |              | 1,262.68    |                   |
| <b>1077</b> |                             |                |                          |              |             |                   |
| 1077        | Michele Eldridge            | 904261         | Reimbursements           | 09/04/2026   | 132.00      | 10-60-2300        |
| Total 1077: |                             |                |                          |              | 132.00      |                   |
| <b>2644</b> |                             |                |                          |              |             |                   |
| 2644        | Net Assets                  | 54-202608      | Lien Searches            | 09/01/2026   | 170.00      | 10-53-2250        |
| Total 2644: |                             |                |                          |              | 170.00      |                   |
| <b>1245</b> |                             |                |                          |              |             |                   |
| 1245        | One Call Concepts, Inc.     | 6080383        | Locates                  | 08/31/2026   | 10.27       | 51-65-4600        |
| 1245        | One Call Concepts, Inc.     | 6080383        | Locates                  | 08/31/2026   | 10.27       | 52-65-4600        |
| Total 1245: |                             |                |                          |              | 20.54       |                   |
| <b>1862</b> |                             |                |                          |              |             |                   |
| 1862        | Oregon DMV                  | L0080549764    | Record Inquiry           | 08/31/2026   | 5.40        | 10-42-2800        |
| Total 1862: |                             |                |                          |              | 5.40        |                   |
| <b>3096</b> |                             |                |                          |              |             |                   |
| 3096        | Pacific Office Automation   | 5040008076     | Copier Contract          | 08/29/2026   | 162.79      | 10-60-2100        |
| 3096        | Pacific Office Automation   | 5040008076     | Copier Contract          | 08/29/2026   | 162.74      | 51-74-2000        |
| 3096        | Pacific Office Automation   | 5040008076     | Copier Contract          | 08/29/2026   | 162.75      | 52-74-2000        |
| Total 3096: |                             |                |                          |              | 488.28      |                   |
| <b>3582</b> |                             |                |                          |              |             |                   |
| 3582        | Primo Brands                | 06H875009976   | Bottled Water            | 09/02/2026   | 127.40      | 10-53-2200        |
| Total 3582: |                             |                |                          |              | 127.40      |                   |
| <b>3736</b> |                             |                |                          |              |             |                   |
| 3736        | Republic Services #450      | 0450-0045995   | Garbage Service          | 08/31/2026   | 532.32      | 52-65-2400        |
| Total 3736: |                             |                |                          |              | 532.32      |                   |
| <b>4113</b> |                             |                |                          |              |             |                   |
| 4113        | Rob Boese                   | 393-26-000061  | Permit Refund            | 09/04/2026   | 262.00      | 26-33-1000        |

| Vendor      | Vendor Name                  | Invoice Number | Description                       | Invoice Date | Amount Paid | GL Account Number |
|-------------|------------------------------|----------------|-----------------------------------|--------------|-------------|-------------------|
| Total 4113: |                              |                |                                   |              | 262.00      |                   |
| <b>3777</b> |                              |                |                                   |              |             |                   |
| 3777        | Rodda Paint Company          | 11784464       | Paint                             | 08/18/2026   | 36.55       | 51-65-4600        |
| 3777        | Rodda Paint Company          | 25068171       | Paint                             | 08/18/2026   | 679.12      | 11-43-3000        |
| 3777        | Rodda Paint Company          | 25068210       | Paint                             | 08/19/2026   | 19.04       | 11-44-6000        |
| 3777        | Rodda Paint Company          | 25068238       | Paint                             | 08/20/2026   | 193.26      | 11-43-3000        |
| Total 3777: |                              |                |                                   |              | 927.97      |                   |
| <b>3960</b> |                              |                |                                   |              |             |                   |
| 3960        | SMARSH, Inc.                 | INV-376366     | Sociaal Media Archive Program - A | 08/31/2026   | 29.64       | 40-65-8015        |
| Total 3960: |                              |                |                                   |              | 29.64       |                   |
| <b>3341</b> |                              |                |                                   |              |             |                   |
| 3341        | Steve Ensley                 | 1493-P01       | Reimbursement                     | 08/31/2026   | 135.00      | 11-44-5000        |
| Total 3341: |                              |                |                                   |              | 135.00      |                   |
| <b>1144</b> |                              |                |                                   |              |             |                   |
| 1144        | Suzan Jackson                | 267            | Janitor Services                  | 08/31/2026   | 1,180.00    | 10-72-4100        |
| 1144        | Suzan Jackson                | 268            | Janitor Services                  | 09/30/2026   | .00         | 10-72-4100        |
| 1144        | Suzan Jackson                | 7.31.26-8.31.2 | Janitor Services                  | 09/09/2026   | 400.00      | 10-72-4100        |
| Total 1144: |                              |                |                                   |              | 1,580.00    |                   |
| <b>4043</b> |                              |                |                                   |              |             |                   |
| 4043        | TWGW, Inc. Napa Auto Parts   | 819-767950     | Repairs                           | 08/24/2026   | 215.74      | 11-45-2100        |
| 4043        | TWGW, Inc. Napa Auto Parts   | 819-767950     | Repairs                           | 08/24/2026   | 251.70      | 51-73-2100        |
| 4043        | TWGW, Inc. Napa Auto Parts   | 819-767950     | Repairs                           | 08/24/2026   | 251.69      | 52-73-2100        |
| Total 4043: |                              |                |                                   |              | 719.13      |                   |
| <b>3866</b> |                              |                |                                   |              |             |                   |
| 3866        | Umpqua Valley Financial, LLC | 10973          | Audit Services                    | 09/01/2026   | 1,120.00    | 10-41-2000        |
| 3866        | Umpqua Valley Financial, LLC | 10973          | Audit Services                    | 09/01/2026   | 455.00      | 11-42-2000        |
| 3866        | Umpqua Valley Financial, LLC | 10973          | Audit Services                    | 09/01/2026   | 945.00      | 51-60-2000        |
| 3866        | Umpqua Valley Financial, LLC | 10973          | Audit Services                    | 09/01/2026   | 980.00      | 52-60-2000        |
| Total 3866: |                              |                |                                   |              | 3,500.00    |                   |
| <b>3663</b> |                              |                |                                   |              |             |                   |
| 3663        | Water Refunds                | #11607.19      | Utility Billing Overpayment       | 09/09/2026   | 84.88       | 01-1075           |
| 3663        | Water Refunds                | #11688.05      | Utility Billing Overpayment       | 09/01/2026   | 93.73       | 01-1075           |
| 3663        | Water Refunds                | #423.09        | Utility Billing Overpayment       | 09/01/2026   | 32.27       | 01-1075           |
| 3663        | Water Refunds                | #692.07        | Utility Billing Overpayment       | 08/31/2026   | 17.32       | 01-1075           |
| Total 3663: |                              |                |                                   |              | 228.20      |                   |
| <b>1239</b> |                              |                |                                   |              |             |                   |
| 1239        | WECO                         | CP-00371015    | PW Gas Exp                        | 08/31/2026   | 699.95      | 11-45-2000        |
| 1239        | WECO                         | CP-00371015    | PW Gas Exp                        | 08/31/2026   | 816.61      | 51-73-2000        |
| 1239        | WECO                         | CP-00371015    | PW Gas Exp                        | 08/31/2026   | 816.61      | 52-73-2000        |

| Vendor        | Vendor Name | Invoice Number | Description | Invoice Date | Amount Paid | GL Account Number |
|---------------|-------------|----------------|-------------|--------------|-------------|-------------------|
| Total 1239:   |             |                |             |              | 2,333.17    |                   |
| Grand Totals: |             |                |             |              | 120,244.36  |                   |

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

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

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

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

City Treasurer: \_\_\_\_\_

Payment Approval Report  
Expense Account Key

| Fund Number               | G.L. Number Acct |
|---------------------------|------------------|
| General Fund 10           | 10-XX- XXXX      |
| Street Fund 11            | 11-XX- XXXX      |
| CED Fund 23               | 23-XX- XXXX      |
| Library Fund 24           | 24-XX- XXXX      |
| Storm Fund 25             | 25-XX- XXXX      |
| Building Permit Fund 26   | 26-XX- XXXX      |
| Electrical Permit Fund 27 | 27-XX- XXXX      |
| Debt Services Fund 30     | 30-XX- XXXX      |
| Office Equip. Fund 40     | 40-XX- XXXX      |
| Equipment Fund 41         | 41-XX- XXXX      |
| Water Fund 51             | 51-XX- XXXX      |
| Sewer Fund 52             | 52-XX- XXXX      |
| Sewer Resv Fund 56        | 56-XX- XXXX      |

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

| Code               | Description              | Count | Amount   | GL Account |
|--------------------|--------------------------|-------|----------|------------|
| <b>Court Costs</b> |                          |       |          |            |
| AF                 | ATTORNEY FEE             | 3     | 21.40    |            |
| COSTS              | COURT COSTS              | 15    | 856.17   |            |
| DEF-ADJUD          | DEF ADJUDICATION         | 9     | 982.10   |            |
| LPF                | LATE PAYMENT FEE         | 16    | 194.85   |            |
| PA                 | PAYMENT ARRANGEMENT- FEE | 16    | 268.98   |            |
| SCF                | SHOW CAUSE FEE           | 3     | 6.83     |            |
| SUSP               | SUSPENSION FEE           | 7     | 60.31    |            |
| WF                 | WARRANT FEE              | 27    | 129.36   |            |
| Total Court Costs: |                          | 96    | 2,520.00 |            |
| <b>Fines</b>       |                          |       |          |            |
| DISM               | CHARGE DISMISSED         | 3     | 25.00    |            |
| DIV                | DIVERSION AGREEMENT      | 1     | 18.54    |            |
| GBD                | GUILTY BY DEFAULT        | 42    | 2,356.33 |            |
| GUILTY             | FOUND GUILTY             | 30    | 2,923.46 |            |
| Total Fines:       |                          | 76    | 5,323.33 |            |
| <b>Surcharges</b>  |                          |       |          |            |
| COUNTY             | COUNTY ASSESSMENT        | 15    | 199.00   |            |
| STATE              | STATE ASSESSMENT         | 26    | 1,075.00 |            |
| STATE-DUII         | SAD                      | 1     | 255.00   |            |
| Total Surcharges:  |                          | 42    | 1,529.00 |            |
| <b>Third Party</b> |                          |       |          |            |
| REST               | VICTIM RESTITUTION       | 4     | 200.00   |            |
| Total Third Party: |                          | 4     | 200.00   |            |
| <b>Unapplied</b>   |                          |       |          |            |
|                    | Unapplied payments       | 1     | 165.00   | 011095     |
| Total Unapplied:   |                          | 1     | 165.00   |            |
| Grand Totals:      |                          | 219   | 9,737.33 |            |

## Report Criteria:

Case.Violation date = 09/01/2026-09/30/2026

| Agency    | Case Number | Citation Numbers | Violation Date | Primary Offense                             | Location                   |
|-----------|-------------|------------------|----------------|---------------------------------------------|----------------------------|
| LCSO      | 26-T-0186   | 236515           | 09/01/2026     | VIOLATING DESIGNATED SPEED 11-20 MPH        | 416 3RD ST                 |
| LCSO      | 26-C-0003   | 236537           | 09/02/2026     | UNREASONABLE NOISE                          | 145 SMITH ST               |
| LCSO      | 26-T-0190   | 236606           | 09/07/2026     | DRIVE WHILE SUSPENDED/REVOKED               | 199 S. 3RD ST & MOORE ST   |
| LCS       | 26-T-0191   | 1895             | 09/09/2026     | VIOLATING DESIGNATED SPEED 11-20 MPH        | CRIMSON WAY & DIAMOND HILL |
| LCS       | 26-T-0197   | 236641           | 09/11/2026     | OPERATE VEHICLE WHILE USING CELL PHONE      | 799 LASALLE ST & S. 8TH PL |
| LCS       | 26-T-0198   | 236652           | 09/12/2026     | DRIVE WHILE SUSPENDED/REVOKED               | 541 TERRITORIAL ST         |
| COBURG PD | 26-T-0192   | 200158           | 09/13/2026     | VIOLATING DESIGNATED SPEED 11-20 MPH        | S. 6TH & SOMMERVILLE LP    |
| COBURG PD | 26-T-0193   | 200159           | 09/13/2026     | VIOLATING DESIGNATED SPEED 11-20 MPH        | S. 6TH ST & SOMMERVILLE LP |
| COBURG PD | 26-T-0194   | 200160           | 09/13/2026     | FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN | 7TH ST & TERRITORIAL       |
| COBURG PD | 26-T-0195   | 200161           | 09/13/2026     | VIOLATING DESIGNATED SPEED 11-20 MPH        | S. 6TH ST & SOMMERVILLE    |
| COBURG PD | 26-T-0196   | 200162           | 09/13/2026     | VIOLATING DESIGNATED SPEED 11-20 MPH        | S. 6TH ST & SOMMERVILLE    |
| LCSO      | 26-T-0199   | 236696           | 09/15/2026     | DRIVE WHILE SUSPENDED/REVOKED               | 23590 TANDY LN/HWY 99 3    |
| LCS       | 26-T-0200   | 236699           | 09/16/2026     | FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN | 848 S. 6TH ST              |
| LCSO      | 26-T-0201   | 236745           | 09/18/2026     | DRIVE WHILE SUSPENDED/REVOKED               | 266 N. 3RD ST              |
| LCSO      | 26-T-0202   | 236764           | 09/20/2026     | FAIL TO CARRY PROOF OF INSURANCE            | 600 QUINCY ST & N. 6TH ST  |
| LCS       | 26-T-0206   | 236838           | 09/25/2026     | NO OPERATORS LICENSE; DRIVE UNINSURED       | 699 S. 3RD ST & LASALLE ST |
| COHB      | 26-M-0043   | 26-M-0043        | 09/25/2026     | FAILURE TO APPEAR ON CRIMINAL CITATION      |                            |
| COHB      | 26-M-0044   | 26-M-0044        | 09/25/2026     | FAILURE TO APPEAR ON CRIMINAL CITATION      |                            |
| COHB      | 26-M-0045   | 26-M-0045        | 09/25/2026     | FAILURE TO APPEAR ON CRIMINAL CITATION      |                            |
| COHB      | 26-M-0046   | 26-M-0046        | 09/25/2026     | FAILURE TO APPEAR ON CRIMINAL CITATION      |                            |
| COHB      | 26-M-0047   | 26-M-0047        | 09/25/2026     | FAILURE TO APPEAR ON CRIMINAL CITATION      |                            |
| LCS       | 26-T-0205   | 236856           | 09/26/2026     | VIOLATING BASIC RULE (21-30) OVER           | 8008 PRICEBORO DR          |
| COBURG PD | 26-T-0203   | 200163           | 09/27/2026     | VIOLATING DESIGNATED SPEED 11-20 MPH        | DIAMOND HILL & N. 8TH ST   |
| COBURG PD | 26-T-0204   | 200164           | 09/27/2026     | VIOLATING DESIGNATED SPEED 11-20 MPH        | SOMMERVILLE & S. 6TH ST    |
| LCSO      | 26-T-0210   | 236916           | 09/30/2026     | CARELESS DRIVING WITH ACCIDENT              | 699 S. 3RD ST & LASALLE ST |

## Grand Totals:

25 CITATIONS ISSUED FOR A TOTAL OF 26 OFFENSES

## Monthly Code Enforcement Report

### September 2026

| Area/Location:                             | Issue:                     | Action(s) taken:                                                                                                               |
|--------------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| N 6 <sup>th</sup> Place                    | Junk/inoperable vehicles   | Improvement has stalled, conversation with resident outlined expectations and potential next steps, including citations/fines. |
| N 6 <sup>th</sup> Place                    | Parking complaints         | Multiple patrols by me, CPD and LCSO, no citations.                                                                            |
| S 9 <sup>th</sup> St/S 11 <sup>th</sup> St | Overgrown trees            | Multiple addresses advised that trees need to be trimmed to 14' above roadway/8 ft above walks                                 |
| 7 <sup>th</sup> & Riley                    | Possible abandoned vehicle | vehicle towed by LCSO                                                                                                          |
| 7 <sup>th</sup> & Diamond Hill             | Overgrown tree             | Tree at corner blocking vision, now resolved                                                                                   |
| 8 <sup>th</sup> & Erica Way                | Prohibited Parking         | Vehicle with boat & trailer stored on street, vehicles gone on follow up patrol                                                |
| Arrow Leaf Pl & Ave                        | Overgrown trees & parking  | Vehicle on street marked "For Sale" and trees overgrown, both resolved after letter sent                                       |

#### Overall narrative:

Increased messaging regarding no city-based leaf pickup service, and notifications about trees being too low are being sent to multiple addresses, mainly along S 9<sup>th</sup> and S 11<sup>th</sup> streets between Sommerville Loop and Priceboro Rd. Saw an increase of RV's and boats/trailers parked on the street at the beginning of September and that now seems to be decreasing after the Labor Day holiday weekend.. Door hangers are being attached to RV's and trailers where no local registered owner can be found through local resources.