



Harrisburg City Council Agenda
October 08, 2024
6:30 PM

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

PUBLIC NOTICES:

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

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan

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

RESOLUTIONS

1. THE MATTER OF APPROVING A RESOLUTION ADOPTING COUNCIL POLICY 24-1.05 – NEW FRANCHISE PROCEDURES

STAFF REPORT:

Exhibit A: Red-lined Draft of Council Policy 24-105

Exhibit B: Resolution No. 1296

ACTION: MOTION TO APPROVE OR AMEND RESOLUTION NO. 1296, “A RESOLUTION ESTABLISHING CITY COUNCIL POLICY 24-1.05: NEW FRANCHISE PROCEDURES” AND THEREBY ADOPTING COUNCIL POLICY NO. 24-1.05

ORDINANCES

2. THE MATTER OF ESTABLISHING A FRANCHISE AGREEMENT WITH HUNTER COMMUNICATIONS BY ADOPTING ORDINANCE NO. 1005, “AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS”

STAFF REPORT:

Exhibit A: Staff Report from September 10, 2024

Exhibit B: Red-lined Agreement

Exhibit C: Presentation Materials from Hunter Communications

Exhibit D: Email with Hunter Communications

Exhibit E: Ordinance No. 1005

ACTION: MOTION TO APPROVE ORDINANCE NO. 1005, “AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS”

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.

3. THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

Exhibit A: City Council Minutes for August 27, 2024 and
September 10, 2024

Exhibit B: Payment Approval Report for September 2024

Exhibit C: Library Board Minutes for September 3, 2024

Exhibit D: Municipal Court Collections Report September 2024

Exhibit E: Municipal Court Citation Report September 2024

ACTION: MOTION TO APPROVE THE CONSENT LIST

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

Minutes from the August 27, 2024 & September 10, 2024 City Council Meetings

The Payment Approval Report for September 2024

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.

- Skatepark After Dark
- Flushing
- Construction Schedule for Water Plant
- Dog Park

OTHER ITEMS

ADJOURN

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF APPROVING A RESOLUTION ADOPTING COUNCIL POLICY 24-1.05 – NEW FRANCHISE PROCEDURES

STAFF REPORT:

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ACTION: MOTION TO APPROVE OR AMEND RESOLUTION NO. 1296, “A RESOLUTION ESTABLISHING CITY COUNCIL POLICY 24-1.05: NEW FRANCHISE PROCEDURES” AND THEREBY ADOPTING COUNCIL POLICY NO. 24-1.05

THIS AGENDA BILL IS DESTINED FOR: Agenda – October 8, 2024

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

STAFF RECOMMENDATION:
Staff recommends that the City Council review the Policy, and if satisfied with the process, approve Resolution No. 1296.

BACKGROUND INFORMATION:

The City of Harrisburg has not had a new franchise request in at least the last 25 years. Therefore, at the meeting on September 10, they asked Staff to put together a set of procedures for what is important for a City to consider if a new company requests a franchise agreement with the City of Harrisburg.

Staff asked the Listserv at OCCMA for samples of a policy, and also researched information on the LOC website. Unfortunately, none of the cities who responded had a policy, and the LOC didn't have any resources available other than general information. Most of the cities who replied just use the most recent franchise agreement as a basis. Therefore, the policy that Staff created is based on logical steps that a City should use when considering a request from a new company. All of our department heads have reviewed the policy, and changes made, plus comments, are shown in **Exhibit A**.

We believe it's important for a City to verify the types of benefits that will be provided to the City and our citizens. If staff, and a City's infrastructure are being impacted by the types of services a franchise is suggesting, then we need to know the extent of those

impacts. The process includes communication, and a timeline for a franchise request, which slows down the process, and allows for information to be gathered. This also assists the requestor to know exactly what we are looking for in a partnership with them.

Broadband Services is receiving a huge amount of attention in our nation, with lots of funding being provided to make sure that more rural locations have options available to them. There will likely be more requests in the future, as companies out there start expanding their services. Staff feels that rather than expressing a limit of companies in the policy, its more useful for the decision to be made about a company providing broadband services on a case-by-case basis. Placing a limit on companies could also open the door for litigation from a company who is being prevented from establishing comparative services in Harrisburg, due to a cap on the number of franchises allowed in town.

The City Council is welcome to modify the policy as desired, and if so, the motion can be to amend the policy in Resolution No. 1296, shown in **Exhibit B**. The City Council can also deny the policy if they so desire.

REVIEW AND APPROVAL:



10.03.24

Michele Eldridge Date
City Administrator

CITY OF HARRISBURG
COUNCIL POLICY MANUAL

POLICY AREA 1 – GENERAL

CP 24-1.05 New Franchise Procedures

Adopted:

24-1.05.010 Purpose

The City is being approached by companies who desire to use our infrastructure and to establish a franchise agreement with the City of Harrisburg. This policy states the city's process for establishing a new partnership for a franchise request.

24-1.05.020 Policy

It is the City Council's decision as to whether or not the City will establish a new relationship with a company who is seeking a franchise agreement. Preferences shall be based upon companies that are from the State of Oregon. All new franchise agreements shall have non-exclusive rights.

- A new franchise agreement should be based on and provide a minimum of two of the following:
 - Additional revenue for the City
 - Competitive rates that save citizens money
 - Provide new technology services for citizens

24-1.05.030 Procedure

- a. A letter requesting a franchise agreement with the City should be submitted a minimum of (1) one month ahead of the meeting it desires to be considered in. It should include contact information for other municipalities where it is currently operating.
- b. The City Administrator shall schedule a meeting with a company representative to provide this policy, review procedures, and to obtain more information from the franchisee.
- c. The City Attorney will provide the initial franchise agreement language.
- c. A company requesting to use the city's infrastructure shall provide a presentation and report to the City Council based on what kind of services it will offer to the City and our citizens. The report is due on Monday ~~or~~ two weeks before the City Council meeting. The report shall include the following:
 - What kind of infrastructure the franchisee is adding
 - Which existing franchisee's is the company partnering with in Harrisburg, if any

Commented [LR1]: It is evident how important it is to Council for Chuck to be involved. Should he attend the initial meeting? Kim didn't like the last agreement going to the attorney before Chuck reviewed it.

Commented [ME2R1]:

Commented [ME3R1]: I checked with Chuck, and since this meeting is in relation to administrative issues, he doesn't feel it necessary to be there.

Commented [ME4]: When Hunter first sent me information, they had proposed an initial agreement. I didn't feel that it adequately protected the City, and asked our Attorney if he had a template that would do a better job in protecting our assets. The agreement was written by him. Hunter then reviewed and said that they were ok with the one presented after a few small modifications.

Commented [LR5]: I think it should be two weeks before the meeting. If something is missing or the report is incomplete, it can cause a delay in creating the agenda.

Commented [ME6R5]: Good Point!

- What kinds of rates and services will be charged to citizens, and details on how it will benefit them.
- What the ultimate build-out will look like.
- [How will Customer Services be provided to consumers in this area, and where will they be located?](#)

24-1.05.040 City Staff Procedures

- The City Administrator shall contact a minimum of 3 City Administrators or City Attorneys for the municipalities in which the franchisee is already present for references.
 - Staff will also verify with the Harrisburg City Attorney that there are no problems that they have heard about in relation to the franchisee
 - Staff should provide a brief analysis of what other current franchisees might be affected by the additional franchise proposal in the future staff report.
- The Public Works Director will contact a minimum of 3 Public Works Directors/PW Foreman in municipalities in which the franchisee is already present. Focus shall be on work done in the right-of-way, and utility problems.
- The Finance Officer shall contact 2 municipalities to verify financial obligations have been met.

Commented [ME7]: Most City Administrators will inform me if there are financial issues, so I don't think it's necessary for more than 2 references here.

24-1.05.050 Review and Update

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

Approved on _____

Resolution No. _____

RESOLUTION NO. 1296**A RESOLUTION ESTABLISHING CITY COUNCIL POLICY 24-1.05: 'NEW FRANCHISE PROCEDURES'**

WHEREAS, the City Council that the City hasn't worked with a company requesting a new franchise agreement for at least 25 years; and,

WHEREAS, the City Council also has the responsibility of working on behalf of the citizens to obtain more efficient and better services; and

WHEREAS, the adoption of this resolution will provide City Staff with the procedures that will guide the City on partnering with a new company, while also best protecting the City's assets.

NOW, THEREFORE BE IT RESOLVED that City Council Policy, 'CP 24-1.05' is hereby adopted as presented to the City Council as shown in '**Exhibit A**'.

Adopted by the City Council of the City of Harrisburg, OR on this 8th day of October, 2024 and made effective this same day.

Mayor, City of Harrisburg

ATTEST:

City Recorder

EXHIBIT A

CITY OF HARRISBURG

COUNCIL POLICY MANUAL

POLICY AREA 1 – GENERAL

CP 24-1.05 New Franchise Procedures

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 - What kind of infrastructure the franchisee is adding
 - Which existing franchisee’s is the company partnering with in Harrisburg, if any
 - What kinds of rates and services will be charged to citizens, and details on how it will benefit them.
 - What the ultimate build-out will look like.
 - How will Customer Services be provided to consumers in this area, and where will they be located?

24-1.05.040 City Staff Procedures

- a. The City Administrator shall contact a minimum of 3 City Administrators or City Attorneys for the municipalities in which the franchisee is already present for references.
 - Staff will also verify with the Harrisburg City Attorney that there are no problems that they have heard about in relation to the franchisee
 - Staff should provide a brief analysis of what other current franchisees might be affected by the additional franchise proposal in the future staff report.
- b. The Public Works Director will contact a minimum of 3 Public Works Directors/PW Foreman in municipalities in which the franchisee is already present. Focus shall be on work done in the right-of-way, and utility problems.
- c. The Finance Officer shall contact 2 municipalities to verify financial obligations have been met.

24-1.05.050 Review and Update

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Approved on _____

Resolution No. _____

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF ESTABLISHING A FRANCHISE AGREEMENT WITH HUNTER COMMUNICATIONS BY ADOPTING ORDINANCE NO. 1005, “AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS”

STAFF REPORT:

- Exhibit A: Staff Report from September 10, 2024
- Exhibit B: Red-lined Agreement
- Exhibit C: Presentation Materials from Hunter Communications
- Exhibit D: Email with Hunter Communications
- Exhibit E: Ordinance No. 1005

ACTION: MOTION TO APPROVE ORDINANCE NO. 1005, “AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS”

THIS AGENDA BILL IS DESTINED FOR: Agenda – October 8, 2024

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
\$3,000 annual to start	No	N/A

STAFF RECOMMENDATION:
Staff recommends the City Council approve Ordinance No. 1005

BACKGROUND INFORMATION:

At the first City Council meeting in September, we briefly discussed the request from Hunter Communications to be a new Franchise holder in Harrisburg. (See **Exhibit A** for a copy of the original Staff Report.) When representatives first came to the City Administrator, they provided her with a proposed franchise, but after having the City Attorney review it to make sure it was adequate to protect the City’s infrastructure, the City Attorney decided to use a template that he had, and adapted, and which is shown in **Exhibit B**. Hunter Communications has reviewed the language, and have initially stated that they are receptive to that language. Staff had already discussed the company and how it was working with other cities with our City Attorney, and with Jason Knope, who is the City Administrator in Junction City. They are also Chamber members; Staff has worked with some of the local office employees from Eugene.

It has been more than 23 years since the last new franchise was discussed by the City of Harrisburg, so the City Council asked for Staff to provide them with a Council Policy

in relation to the process the City should use when considering a new Franchise Agreement. That policy has been discussed tonight, and as noted, all department heads reviewed the policy and had input. These policy basics were then used by City Staff to evaluate the request from Hunter Communications.

Providing our citizens with faster services, from a company who is home-grown in the State of Oregon is a good opportunity for the City of Harrisburg. Competition between companies generally means competitive pricing, and we certainly approve of the prospects of good customer service experiences. City Council can find more information by following this link: <https://hunterfiber.com/> In addition, Council will hear a presentation from Hunter Communications. The initial draft of the presentation can be found in **Exhibit C**. The rates are competitive for residential services, and the agreement provides additional revenue, as well as new(er) technology services for our citizens.

As far as analysis of the impacts on other franchise holders, there is an obvious impact to revenues received by Comcast, and ultimately the money we receive from that company with a loss of customers. That will be offset slightly by the revenues we will receive from the new franchise holder. Revenues are based on our population, which is not rapidly growing. If Hunter is offering lower prices than Comcast/Infinity, then there could be a slight drop in revenue to the City if more residents switch to Hunter services.

In the residential comparison below, Hunter is also attractive, as the prices charged are price for life, with no contracts, including a free wi-fi router, and free installation. Prices are not entirely comparative between companies. The main difference between the two services is in upload speeds. For those working from home, that is a huge difference.

XFinity Internet Services - Residential		Mbps Download	Mbps Upload
Connect	\$65	75-150 Mbps	20 Mbps
Connect More	\$76	200-300 Mbps	20 Mbps
Fast	\$86	400-500 Mbps	20 Mbps
Superfast	\$96	800 Mbps	20 Mbps
Gigabit	\$106	1,000 Mbps/1G	20 Mbps
Gigabit Extra	\$116	1,200 Mbps/1.2G	40 Mbps
Gigabit x10	\$299.96	1,200 Mbps/1.2G	n/a
Gigabit x 2	\$130	2,000 Mbps/2G	200 Mbps
Gigabit x 10 cable modem/router	\$19.95		

Hunter Residential Product Services		Mbps Download	Mbps Upload
Basic 500	\$60	500 Mbps	500 Mbps
Pro 1G	\$80	1 Gbps	1 Gbps
Ultimate 2.5G	\$120	2.5 Gbps	2.5 Gbps

Hunter Communications has been asked to provide more information at this meeting in relation to some of the questions, shown in **Exhibit D**. This will provide us with answers in relation to franchise partners, what kinds of equipment will be located above-ground, and what the ultimate build-out will look like. Staff will provide information from other City Administrators who have worked with Hunter Communications, while the Public Works Director will provide information that he has reviewed, and finally, the Finance Officer will provide her findings in relation to financials in other municipalities.

After the presentation from Hunter Communications, City Council can consider further the proposed franchise agreement shown in **Exhibit B**. It remains unchanged from what the Council reviewed in September. Hunter has suggested only a few amendments. In Section 18.2, Franchise Fee; Payment & Auditing, the City proposed a fee of 7% of gross revenues, or a minimum fee of \$750 per quarter. Hunter has asked for a six-month period exemption from the minimum fee requirement, but will still pay 7% of gross revenues during this time. Staff does understand this request, as the physical work must be done in order to provide services here, and of course, the company needs time to establish services and market in our community. (The Junction City Council did approve the six-month exemption as well). This agreement after the six-month exemption period would net the City \$6,000 a year, with a potential for more depending on how aggressively they pursue this market.

The only other changes to the agreement were in Section 25, Insurance and Bonding. They wanted to adjust the Commercial General Liability to remove the per project basis; there is still a \$5M per occurrence. In addition, they wanted to amend section 25.1.4 Pollution Liability Insurance. The original agreement was for \$5M, and they've suggested \$2M. Staff and the City Attorney have no problem with either change. Council will also note that we don't have a time frame built into this contract for termination purposes. This is acceptable, due to the 30-day period of written notice requirement.

Staff has also asked Hunter Communications if they are willing to provide the City of Harrisburg with additional services, which are being negotiated. These requests include providing a connection to commercial fiber internet speeds with WIFI at the Wastewater/Water Plant Facility at 23910 Peoria Rd, premium commercial fiber-optic internet services for the Municipal Center, Library, and City Hall, and basic internet services for the water plant on S. 2nd St. All of these requests are dependent upon when the services are actually provided to the streets that City facilities are located on.

Staff feels that the loss of revenue, and therefore our investment, so to speak, of \$3,000 for the first two quarters, is acceptable. This is due to the potential for future revenues from this company. It will take time as well, for the company to extend their fiber optics plant into the City of Harrisburg. The proposed ordinance is found in **Exhibit E**. If the City Council is amenable to the changes, then they can simply adopt the ordinance as it is. Otherwise, they can amend it as preferred, and of course, the City Council always has the option of denying the request. If changes are made, the motion can be *"I Motion*

to Approve Ordinance No. 1005, **“AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS”**, as amended.

REVIEW AND APPROVAL:



10.02.24

Michele Eldridge Date
City Administrator

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF ESTABLISHING A FRANCHISE AGREEMENT WITH HUNTER COMMUNICATIONS BY ADOPTING ORDINANCE NO. 1005, “AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS”

STAFF REPORT:

- Exhibit A: Red-lined Agreement
- Exhibit B: Ordinance No. 1005

ACTION: MOTION TO APPROVE ORDINANCE NO. 1005, “AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS”

THIS AGENDA BILL IS DESTINED FOR: Agenda – September 10, 2024

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
\$3,000 annual to start	No	N/A

STAFF RECOMMENDATION:
Staff recommends the City Council approve Ordinance No. 1005

BACKGROUND INFORMATION:

Hunter Communications is an Oregon-grown business, who appears to be doing a great job in providing fiber internet services. Staff has interacted with them as a Board member of the Tri-County Chamber of Commerce. When asked for more information for the City Council, they provided us with the following:

Hunter Communications was founded 30 years ago and has established a legacy of service excellence and commitment to local communities. They opened their doors with 13 employees and since that time, the company has become the fastest growing fiber internet service provider in the state.

Truly, a great Oregon success story, they now employ over 250 employees, serve thousands of residences and businesses, and have offices throughout Oregon. According to Google, Hunter has the highest customer satisfaction scores with a 4.8 out of 5 rating.

With multi-gig speeds, no data caps, competitive pricing, and customer service representatives who genuinely care, Hunter’s 3,500-plus mile fiber network is nationally recognized for performance and reliability.


Providing our citizens with faster services, with a company who is home-grown in the State of Oregon is a good opportunity for the City of Harrisburg. Competition between companies generally means competitive pricing, and we certainly approve of the prospects of good customer service experiences. City Council can find more information by following this link: <https://hunterfiber.com/> Staff have invited a representative of the company to either participate during this meeting in person, or via Zoom.

The franchise agreement shown in **Exhibit A** was written/adapted by our City Attorney. Hunter has suggested only a few amendments. In Section 18.2, Franchise Fee; Payment & Auditing, the City proposed a fee of 7% of gross revenues, or a minimum fee of \$750 per quarter. Hunter has asked for a six-month period exempt from the minimum fee requirement, but will still pay 7% of gross revenues during this time. Staff does understand this request, as the physical work must be done in order to provide services here, and of course, the company needs time to establish services and market in our community. (The Junction City Council did approve the six-month exemption as well). This agreement after the six-month exemption period would net the City \$6,000 a year, with a potential for more depending on how aggressively they pursue this market.

The only other changes to the agreement were in Section 25, Insurance and Bonding. They wanted to adjust the Commercial General Liability to remove the per project basis; there is still a \$5M per occurrence, therefore, Staff does not feel this is an issue. In addition, they wanted to amend section 25.1.4 Pollution Liability Insurance. The original agreement was for \$5M, and they've suggested \$2M. Staff and the City Attorney have no problem with the change here as well. Council will also note that we don't have a time frame built into this contract for termination purposes. This is acceptable, due to the 30-day period of written notice requirement.

Staff feels that the investment, so to speak, of \$3,000 for the first two quarters, is acceptable, due to the potential for future revenues from this company. If the City Council is amenable to the changes, then they can simply adopt the ordinance as it is. Otherwise, they can amend it as preferred. If changes are made, the motion can be "*Motion to Approve Ordinance No. 1005, "AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS", as amended.*

REVIEW AND APPROVAL:


09.10.24
Michele Eldridge Date
City Administrator

TELECOMMUNICATIONS AGREEMENT

Between the City of Harrisburg and Hunter Communications & Technologies LLC

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 Hunter Communications & Technologies, LLC, 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 Hunter Communications & Technologies, LLC, 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 and fiber based facility. 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 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 Manager or designee of

the City of Harrisburg.

2.3.7 “Franchisee” means Hunter Communications & Technologies, LLC, 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 maps and data pertaining to all of its Facilities located in the City on file at an office in the State of Oregon. The City shall be allowed to inspect all such maps and data pertaining to its Facilities located in the City Rights-of-Way at any time during regular business hours upon not less than five (5) business days' prior notice. Upon request of the City and without charge, Franchisee shall provide current maps and data to the City showing the location of all Franchisee's Facilities within the City. Upon completion of any and all of its Facilities in the Public Right-of-Way, Franchisee shall provide a map or maps consistent with this Section to the City, showing the location as-built of its installed Telecommunication System in the Rights-of-Way. Such as-built maps shall be in a form reasonably acceptable to the City Engineer and shall define specific locations of Facilities. City will not sell or transmit Franchisee maps or data to third parties unless permitted by Franchisee or required by law. 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 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 a right-of-way permit, including an initial schedule and the estimated total cost of such work. 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 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.

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 or the Public Works Director, 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.

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 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 and Public Works Director 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.

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.

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. **The City will provide the Franchisee with a six-month period exempt from the minimum fee requirement. During this period, the Franchisee will be obligated to pay 7% of gross revenues.**

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.

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 metropolitan 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.

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 linear feet of cable which exists within the Harrisburg city limits and the calculation of the franchise fee paid and shall specify the nature and amount of all exclusions and deductions from such revenue claimed by the Franchisee in calculating the franchise fee. 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 \$2,000,000 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.

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 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.

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 St.
Harrisburg, OR 97446

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

Harrisburg, OR 97321

If to the Franchisee: Hunter Communications
Attn: Contract Administration
801 Enterprise Dr.
Central Point, OR 97502

Or

115 Cleveland St.
Eugene, OR 97402

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.

**HUNTER COMMUNICATIONS &
TECHNOLOGIES, LLC**

CITY OF HARRISBURG, OREGON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



www.hunterfiber.com



Better connections start here.

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Connected Homes



The average time per day Americans spend streaming: 3 Hours, 9 Minutes



Average number of connected devices per household: 25

Source: OpenVault



Better connections start here.

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Data Usage Is Growing



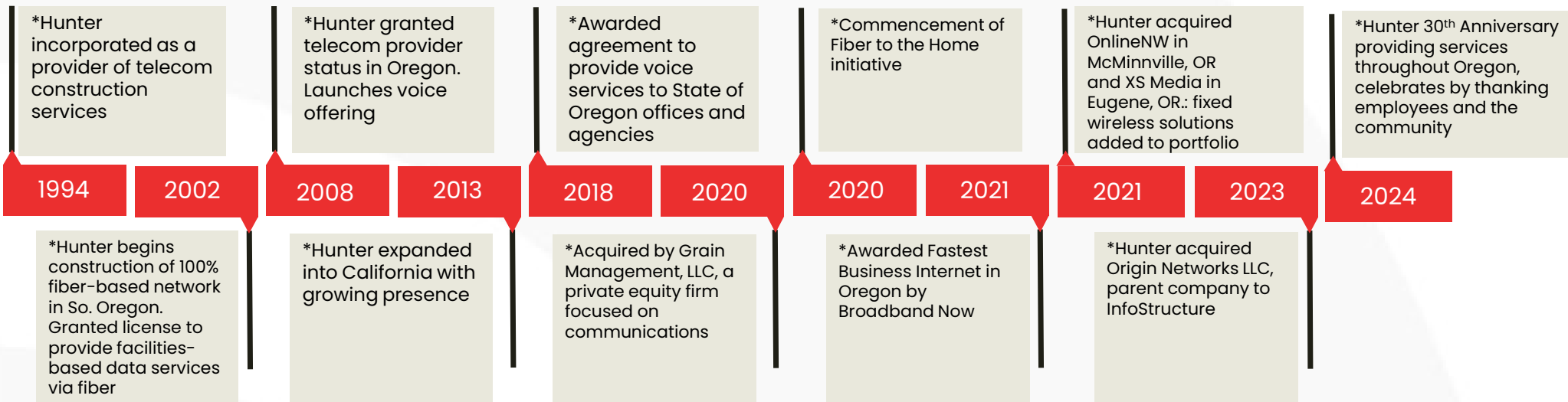
The monthly average data consumed by subscribers in 2Q 2024 was half a TB

The category of Super-Power Users consuming 2 TB or more per month increased by 31% since 2Q23

Extreme Power Users consuming 5 TB or more per month increased by 77% since 2Q23

Hunter Corporate History

Founded in 1994 as a provider of telecom construction services, Hunter has transformed into the largest private bandwidth infrastructure provider headquartered in the state of Oregon.



Better connections start here.

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Hunter Mission

Our mission is to help our customers create lasting and meaningful connections, to each other, their communities, and the world by delivering world-class telecommunications using the most advanced technology available.

- **Put All People First**
- **Do the Right Thing**
- **Make it Easy**
- **Go the Extra Mile**
- **Lead the Pack**
- **Fight for our Customers**



Better connections start here.

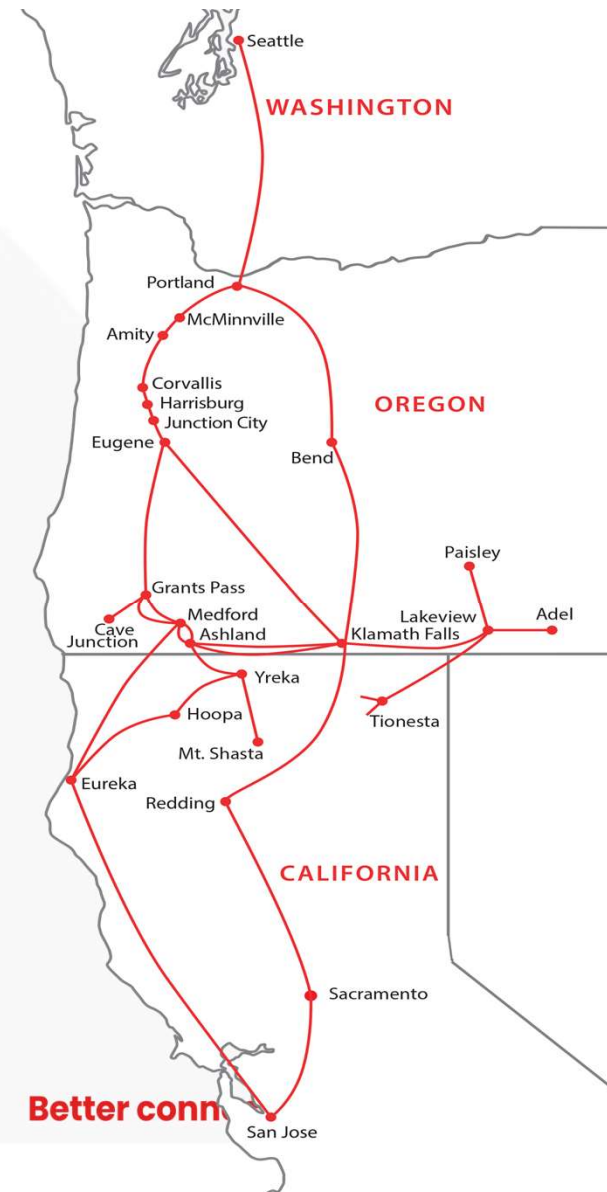
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Current Hunter Footprint

By the end of 2023, the Company provided fiber to residences in **neighborhoods throughout Oregon with as much as 35% market share.**

In 2023, **Hunter increased our fiber miles by 20%** to approximately 3,400 miles.

To date, Hunter has enabled fiber-optic internet to approximately **14,300** homes and businesses in Lane County.



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Customer Base Overview

An estimated 95%+ of the existing municipalities and educational institutions in Lane, Jackson, Josephine, and Klamath Counties utilize Hunter's telecommunication services.



Enterprise⁽¹⁾



Government & Education



Wireless Carrier⁽²⁾



Carrier & Wholesale⁽³⁾



(1) Includes healthcare, financial, other business customers, and residential customers.
(2) Hunter provides FTTT to wireless carriers as a subcontractor
(3) Reflects contracts with wireline carriers in which Hunter Fiber provides last mile access to an enterprise customer
Source: Company Management



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The Hunter Advantage

Fiber Network Capacity

- Largest commercial and residential infrastructure bandwidth provider headquartered in Oregon
- Fiber network with ~3,400 fiber miles
- Quality of our construction builds

World-Class Customer Experience

- 4.9/5 Google score

Award-Winning Products and Services

- 2023 and 2024 Best Internet and Phone Service Provider of MAC and Yamhill Valley
- 2024 Chamber of Medford and Jackson County Business Excellence Award
- 2024 Best of The Rogue Valley Community Choice Awards for Best Internet Provider and best Technology Company



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FTTH Residential Products

<p>Basic 500</p> <p>\$60/mo</p> <p>Includes \$10 Auto Pay Discount</p> <p>For casual browsing and video streaming</p> <p>500 Mbps download/ 500 Mbps upload</p>	<p>MOST POPULAR</p> <p>Pro 1G</p> <p>\$80/mo</p> <p>Includes \$10 Auto Pay Discount</p> <p>For working from home and e-learning</p> <p>1 Gbps download/ 1 Gbps upload</p>	<p>Ultimate 2.5G</p> <p>\$120/mo</p> <p>Includes \$10 Auto Pay Discount</p> <p>For gaming enthusiasts and smart homes</p> <p>2.5 Gbps download/ 2.5 Gbps upload</p>
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PRICE FOR LIFE • NO CONTRACTS • NO DATA CAPS • FREE WI-FI ROUTER • FREE BASIC INSTALLATION

Promotions and Discounts

- **Lifeline** – A monthly discount of \$19.25 per month for those who qualify
- **Teacher and Military Discounts** – \$50 per month for 1G/1G service for K-12 Teachers and active military personnel, veterans, and their households
- **Hunter Shield** – Suite of online security products aimed protecting families from online threats including viruses, cyberbullying, inappropriate content



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Source: Open Vault

Hunter in the Community

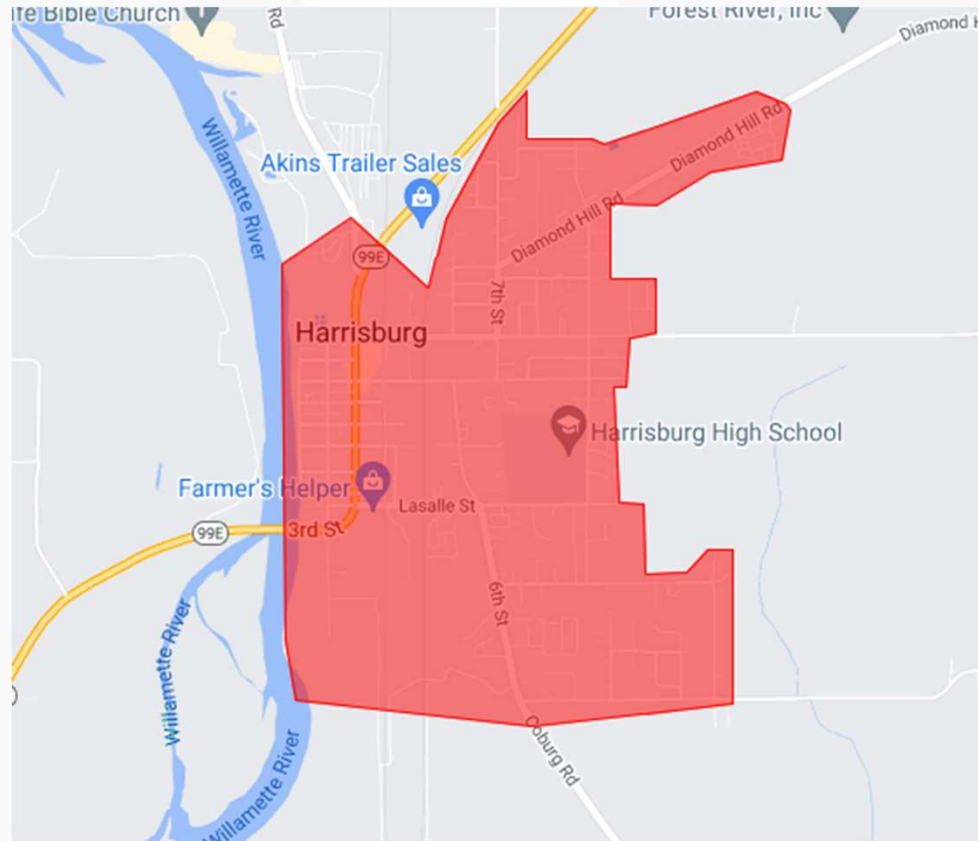
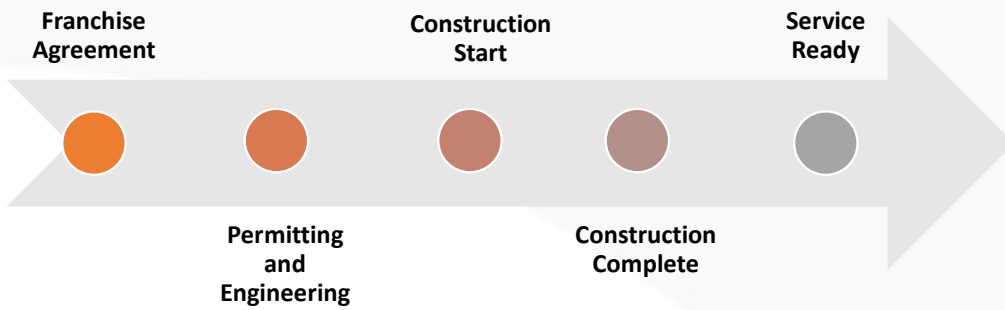
- Proud member of both the Eugene and Tri-County Chambers of Commerce
- Collaborations with local organizations including Connected Lane County, Kidsports, Eugene YMCA, Eugene Science Center, and Whitebird/CAHOOTS
- Sponsor of the Junction City Fire Department
- Engaged in the Coats for Kids initiative across Lane & Jackson Counties
- Active participant in the Lane County United Way Bookfest
- Featured at the Lane County Home Improvement Show
- Raising awareness about cybersecurity and cyberbullying through partnerships with local community groups
- Offering employees 8 hours of paid time to volunteer with non-profits in our community
- Committed to reducing our carbon footprint through a WFH policy



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Next Steps



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Michele Eldridge

From: Michele Eldridge
Sent: Wednesday, October 2, 2024 4:06 PM
To: 'rnance@hunterfiber.com'
Cc: 'Holly Horton'
Subject: RE: Harrisburg City Council Meeting

Hi Rob;

There are a few questions that we'd like to ask, that are not entirely answered by the presentation materials. At the last meeting, the City Council asked me to write a specific policy on how to process new franchise requests. (We haven't had any new requests within my 23 year history with the City of Harrisburg) You can reply to my questions in this email, or if you'd prefer, you can add on to your presentation. If you add on to it, you can simply let me know that you are doing this, and provide us with a copy on the night of the meeting or earlier that day or Monday. We can then include it in our minutes.

This is one of the requirements included in the policy below in (c). It's clear that you are adding fiber-optic internet services, but during your verbal presentation, please ask if anyone there needs a quick summary on the difference between fiber-optic and regular internet services, for those attendees who might be technically challenged.

1. Are you partnering with any other franchise provider located in Harrisburg? The City requires underground services for new utility installations, so we recognize that you might be partnering with other utilities, like Pacific Power, to be able to utilize existing poles.
 2. It's understood that below ground utilities will often include utility boxes above ground for technicians to access. If applicable, how many of these types of utility boxes will you be installing?
 3. What does the ultimate build out in Harrisburg look like? We can see the service area boundaries on slide 11, but not how those services will be extended. Can you please provide a little further information in relation to this?
 4. How soon will your customer service team be available to the consumers in our area; and are they also located in the State of Oregon?
- c. *A company requesting to use the city's infrastructure shall provide a presentation and report to the City Council based on what kind of services it will offer to the City and our citizens. The report is due on Monday two weeks before the City Council meeting. The report shall include the following:*
- *What kind of infrastructure the franchisee is adding*
 - *Which existing franchisee's is the company partnering with, if any*
 - *What kinds of rates and services will be charged to citizens, and details on how it will benefit them.*
 - *What the ultimate build-out will look like.*
 - *How will Customer Services be provided to consumers in this area, and where will they be located.*

Again, please let me share our excitement that your company is coming here to Harrisburg. Staff and the City Council needs to understand the benefits of your services, and that the build out of those services will complement and not create too much visual impact to the surfaces of our infrastructure. We very much appreciate how community oriented your company is, and that it is a home grown company here in Oregon! (Our policy actually prefers that we are working with companies that are from the State of Oregon).

Have a great evening!



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

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Public Records Law Disclosure: This e-mail is a public record of the City of Harrisburg and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to the State Retention Schedule.

From: rnance@hunterfiber.com <rnance@hunterfiber.com>
Sent: Tuesday, October 1, 2024 4:03 PM
To: Michele Eldridge <meldridge@ci.harrisburg.or.us>
Cc: 'Holly Horton' <hhorton@hunterfiber.com>
Subject: Harrisburg City Council Meeting

Michele,

I know you have been communicating with Holly, in regard to the Franchise agreement and the upcoming Oct 8th City Council Meeting. I wanted to provide you a copy of the presentation we will be presenting to the City Council at that meeting and wanted to provide it early enough to be able to include in it in the staff report.

We are looking forward to the meeting with the Council!

If there are any questions we can answer before the meeting, please feel free to contact Holly or myself.

Sincerely,
Rob Nance
VP/GM Hunter Communications

ORDINANCE NO. 1005

AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS

WHEREAS, the CITY OF HARRISBURG has determined it appropriate and in the best interests of the public to allow HUNTER COMMUNICATIONS to establish services in the City of Harrisburg; and,

WHEREAS, Hunter Communications has the financial, legal, and technical ability that is reasonably sufficient to provide services, facilities and equipment necessary to meet the future fiber internet service needs of the community, now, therefore,

THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

Section 1. The Franchise Agreement with Hunter Communications, in relation to fiber internet services is hereby adopted, as shown in Exhibit A.

Section 2. Effective Date: November 8, 2024

PASSED BY THE COUNCIL: October 8, 2024

APPROVED BY THE MAYOR: October 8, 2024

EFFECTIVE DATE: November 8, 2024

Mayor Robert Duncan

ATTEST:

Lori Ross, City Recorder

Exhibit A

TELECOMMUNICATIONS AGREEMENT

Between the City of Harrisburg and Hunter Communications & Technologies LLC

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 Hunter Communications & Technologies, LLC, 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 Hunter Communications & Technologies, LLC, 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 and fiber based facility. 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 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 Manager or designee of

the City of Harrisburg.

2.3.7 “Franchisee” means Hunter Communications & Technologies, LLC, 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 maps and data pertaining to all of its Facilities located in the City on file at an office in the State of Oregon. The City shall be allowed to inspect all such maps and data pertaining to its Facilities located in the City Rights-of-Way at any time during regular business hours upon not less than five (5) business days' prior notice. Upon request of the City and without charge, Franchisee shall provide current maps and data to the City showing the location of all Franchisee's Facilities within the City. Upon completion of any and all of its Facilities in the Public Right-of-Way, Franchisee shall provide a map or maps consistent with this Section to the City, showing the location as-built of its installed Telecommunication System in the Rights-of-Way. Such as-built maps shall be in a form reasonably acceptable to the City Engineer and shall define specific locations of Facilities. City will not sell or transmit Franchisee maps or data to third parties unless permitted by Franchisee or required by law. 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 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 a right-of-way permit, including an initial schedule and the estimated total cost of such work. 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 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.

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 or the Public Works Director, 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.

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 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 and Public Works Director 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.

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.

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. The City will provide the Franchisee with a six-month period exempt from the minimum fee requirement. During this period, the Franchisee will be obligated to pay 7% of gross revenues.

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.

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 metropolitan 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.

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 linear feet of cable which exists within the Harrisburg city limits and the calculation of the franchise fee paid and shall specify the nature and amount of all exclusions and deductions from such revenue claimed by the Franchisee in calculating the franchise fee. 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; 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 \$2,000,000 for 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.

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 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.

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 St.
Harrisburg, OR 97446

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

Harrisburg, OR 97321

If to the Franchisee: Hunter Communications
Attn: Contract Administration
801 Enterprise Dr.
Central Point, OR 97502

Or

115 Cleveland St.
Eugene, OR 97402

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.

**HUNTER COMMUNICATIONS &
TECHNOLOGIES, LLC**

CITY OF HARRISBURG, OREGON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

- Exhibit A: City Council Minutes for August 27, 2024 and September 10, 2024
- Exhibit B: Payment Approval Report for September 2024
- Exhibit C: Library Board Minutes for September 3, 2024
- Exhibit D: Municipal Court Collections Report September 2024
- Exhibit E: Municipal Court Citation Report September 2024

ACTION: MOTION TO APPROVE THE CONSENT LIST

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

- 1. Minutes from the August 27, 2024 & September 10, 2024 City Council Meeting**
- 2. The Payment Approval Report for September 2024**

THIS AGENDA BILL IS DESTINED FOR: Consent Agenda –October 8, 2024

STAFF RECOMMENDATION:

Staff recommends the City Council approve the consent list.

Building Permits:

- September 2024: Submitted: 11
 Issued: 14
- New Homes: 0 Issued

Residential Valuation: \$1,479,407.00
Commercial Valuation: \$0.00
2024 YTD Valuation: \$3,552,540.00

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:

- None

Harrisburg Municipal Court:

- Collection Report (**EXHIBIT D**) for the month of September 2024 is \$11,285.84 which includes \$7,174.68 from collections.

- There were 22 citations issued in the month of September 2024 for a total of 23 offenses **(EXHIBIT E)**. Criminal Citations include two charges of Failure to Appear and one charge of Driving While Suspended Misdemeanor.

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

Harrisburg and HRA Budget Committee Chairperson: Randy Klemm

The Harrisburg and HRA Budget Committee last met on May 13, 2024. Those minutes are not yet available.

Next Scheduled Meeting: TBD

Library Board: Chairperson: Desria Hansen

The Library Board last met on September 3, 2024. Those minutes are included as Exhibit C.

Next Scheduled Meeting: November 5, 2024

Personnel Committee: Chairperson; Kimberly Downey

The Personnel Committee last met February 2, 2024

Next Scheduled Meeting: TBD

Planning Commission: Chairperson; Todd Culver

The Planning Commission last met June 18, 2024. (The September 17, 2024 meeting was canceled)

Next Scheduled Meeting: October 15, 2024

REVIEW AND APPROVAL:

Lori Ross 10/02/2024

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.



Harrisburg City Council Minutes August 27, 2024

Mayor: Robert Duncan, Presiding
 Council President: Mike Caughey, Present
 Councilors Present: Kimberly Downey, Randy Klemm, Charlotte Thomas and Youth Advisor Taylor Tatum
 Councilors Absent: Robert Boese (Excused) and Cindy Knox (Excused)
 Staff Present: City Administrator Michele Eldridge, Finance Officer/Deputy City Recorder Cathy Nelson (via Phone) and City Recorder/Municipal Court Clerk Lori Ross
 Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

Mayor Robert Duncan led the Pledge of Allegiance

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan at the hour of 6:31pm

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

[City Recorder notes the order of the minutes does not reflect the order of the agenda due to the late arrival of Sergeant Frambes with LCSO and Chief Larson with Coburg.]

THE MATTER OF REVIEWING THE 2ND QUARTER CRIME RESULTS FOR 2024 FOR THE CITY OF HARRISBURG: Eldridge reviewed the 2nd Quarter Crime Results. Some of the highlights included:

- Property crimes numbers are at the lowest in the last three years.
- A drop in traffic violations.
- Crime report now shows that Harrisburg has YTD crime rates that are now lower than both Mill City and Millersburg.

August 27, 2024

THE MATTER OF UPDATING HMC 8.05.060, BY APPROVING ORDINANCE NO. 1004, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 8.05.060”: Eldridge stated this amendment updates the two conflicting chapters of the Harrisburg Municipal Code to be 14 feet above the street which matches state code.

- **Klemm motioned to approve Ordinance No. 1004, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 8.05.060 and was seconded by Downey.**
 - Caughey commented that the heights of the code are unrealistic for all areas of town noting that semi-trucks rarely travel in residential areas. Caughey further added he’s not sure what the answer is but feels it needs to be addressed. He is okay with making a change now but would like to review it later with a more realistic view.
 - Eldridge suggested bringing it back for further discussion when Scholz is in attendance.
 - *The consensus from City Council was to bring back to a future meeting for discussion.*
- **With no vote, the motion died.**

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

Sergeant Frambes (Arrived at 6:42pm) reviewed the stats for both June and July 2024. Some of the highlights included:

- A death investigation from natural causes. Sergeant Frambes commented that death investigations take around 6-8 hours for deputies to process.
- A rash of car break-ins on July 1st and July 2nd. Most vehicles were left unlocked. No arrests have been made.
- Warrant arrests have increased due to Eagle Park encounters. Sergeant Frambes added that several people visiting the park are just hanging in vehicles and asked that if anyone sees someone doing something suspicious, to please call the non-emergency number so they can investigate.
- LCSO is currently investigating and searching for an individual who shot a firearm in the air on the 4th of July. Sergeant Frambes added the suspect is not from the Harrisburg area.
- Eldridge thanked Sergeant Frambes for LCSO’s hard work this last quarter as it is reflected in the crime report.
- Sergeant Frambes commented on the continual issue with commercial trucks parking in the middle of the highway to visit local convenience stores adding it’s a vision problem for drivers and can cause an accident. Mayor Duncan and Downey agreed.

THE MATTER OF A PRESENTATION FROM RYAN VOGT, EXECUTIVE DIRECTOR OF THE OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG):

Ryan Vogt approached Council and referred to Exhibit A which highlighted their achievements for 2023. Vogt informed Council that some changes will be happening between OCWCOG and the Linn County Consortium with the retirement of Peggy McGuire. The two agencies will have a single Executive Director going forward and they will try to remove some barriers the community currently experiences and make it easier to receive services. Vogt introduced JacylN Disney, the Community Economic & Development Director for OCWCOG.

- Disney stated that the CE & D’s departments best use of time is providing direct services/planning and transportation planning to agencies by helping to identify grant resources that are available. Some of the other services include:
 - Member agencies grant writing services including assisting with grant matching for the Mainstreet Revitalization Grants Program.

August 27, 2024

- Ride Line programs for non-emergency Medicare eligible citizens.
- Cascade West Business Lending Program.
- Vogt informed Council of OCWCOG's IT Services and assistance with purchasing.
- Downey asked about case workers visiting senior's homes. Vogt replied if they are Medicare eligible, yes. Vogt further commented that eligibility can be checked by phone or in person at any agency.

THE MATTER OF MEETING WITH A MEMBER REPRESENTATIVE FROM THE COBURG POLICE DEPARTMENT IF ONE IS AVAILABLE: Chief Larson (Arrived at 7:10pm) reviewed the 2nd quarter stats as shown in Exhibit A. Thomas asked about the 4th of July. Chief Larson indicated that information will be on the next quarter report. Eldridge also thanked Chief Larson with Coburg's help in keeping crime down in Harrisburg.

THE MATTER OF AUTHORIZING CITY STAFF TO CREATE AND SEND OUT AN RFP FOR MUNICIPAL CENTER AUDIO/VIDEO UPGRADES: Eldridge reviewed the staff report noting the importance of upgrading the audio system at the Municipal Center. She informed Council that \$7,500 was put aside in this fiscal year's budget to make those upgrades, but the two quotes we received were around \$45,000 requiring a formal RFP process and that Nelson has indicated we do have the funds for this upgrade.

- Nelson stated the City did receive two quotes with only a difference of \$200.
- Eldridge commented that the upgrade will help us move forward with live video meetings in the future as well as ADA requirements.
- Downey thinks the cost is high and would like to get more information from other companies.
- Thomas didn't think there was a hearing issue in the room, and felt we didn't need both a drop-down screen and projectors if the projector can project on the two existing TV's. Eldridge agreed and thought that elimination should bring the cost down.
- Klemm would like to see an itemized quote as would Downey.
- Caughey suggested asking the OCWCOG about a system and a bid.
- Downey asked for Nelson to email Council the two bids.
- Eldridge to gather more cost information and bring back to another session.

THE MATTER OF REVIEWING THE THE LOC LEGISLATIVE VOTER GUIDE IN PREPARATION FOR THE CITY COUNCIL MEETING SCHEDULED FOR SEPTEMBER 10, 2024: Eldridge reviewed the staff report and referred to the voter's guide priorities starting on page 110 of Exhibit A and asked Council to review the ballot choices.

- Thomas commented that once again most are focused on larger cities, but the choices are better than last year.
- Eldridge would like to review our ballot choices in the month of September and for us to also indicate the choices we are opposed to.

THE MATTER OF APPROVING THE CONSENT LIST: No comments or concerns.

- Klemm motioned to approve the consent list and was seconded by Downey. **The motion passed unanimously by a vote of 4-0.** (Yes: Klemm, Downey, Caughey and Thomas. Tatum also voted in favor. No: None.) **A motion to approve the consent list approved the following:**
 - **Minutes from the June 25, 2024 City Council Meeting**
 - **The Payment Approval Report for July 2024**
 - **Out of State Travel Costs to Allow Cathy Nelson and Caleb Smith to Attend the Annual Caselle Conference in Salt Lake City, Utah**

August 27, 2024

CITY ADMINISTRATOR VERBAL REPORT:

- Eldridge informed Council of a new subdivision that was planting artificial turf grass in place of live grass as indicated on their site plan. *The consensus from Council was the builder needs to comply with what was indicated on their approved site plan.*
- Eldridge informed Council the Fall Citizens Academy with LCSO starts in September. Downey commented that it's a fantastic program and strongly recommends attending.
- Downey asked for an update on the water treatment plant. Eldridge stated that due to the location of the North Water Plant, Linn County is processing the permit, and she believes they are close to completion. Eldridge commented that that plant needs to be operational to have Well No. 9 active in order to take other wells offline. Eldridge to update social media with progress.
- Eldridge reminded Council of the Fentanyl Forum this Thursday at 5:30pm.
- Mayor Duncan asked about the alarm at the Fire Station. Caughey commented that a private citizen assisted with repairing it.

The City Council Meeting recessed at the hour of 7:56pm to prepare for the Executive Session.

Nelson left the meeting at the hour of 7:56pm.

The City Council Executive Session began at the hour of 7:58pm. Reporter Edie Moro was in attendance.

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

The City Council exited the Executive Session at the hour of 8:36pm and resumed the City Council Meeting.

No recommendations or discussions on the matters discussed in the Executive Session.

OTHER ITEMS:

Thomas informed Council of Eagle Mania being held on Friday, September 6th at 5pm. This year local food trucks will be available for food purchases.

Ross informed Council of the upcoming Election on November 5th and thanked Mayor Duncan, Klemm and Caughey for once again being a certified candidate for City Council.

With no further discussion, the City Council Meeting adjourned at the hour of 8:39pm

Mayor

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.



Harrisburg City Council Minutes September 10, 2024

Mayor: Robert Duncan, Absent (Excused)
 Council President: Mike Caughey, Presiding
 Councilors Present: Kimberly Downey, Randy Klemm, Cindy Knox (via Phone) and Youth Advisor Taylor Tatum
 Councilors Absent: Robert Boese (Excused) and Charlotte Thomas (Excused)
 Staff Present: City Administrator Michele Eldridge, Public Works Director Chuck Scholz, Finance Officer/Deputy City Recorder Cathy Nelson and City Recorder/Municipal Court Clerk Lori Ross
 Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

The Pledge of Allegiance was led by Council President Mike Caughey

CALL TO ORDER AND ROLL CALL by Council President Mike Caughey 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 A DISCUSSION IN RELATION TO STREET TREES, CITY POLICY, AND APPROVAL OF ORDINANCE NO. 1004, "AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 8.05.060": Eldridge reminded Council this was reviewed at the August 27th City Council meeting, where the consensus was to gather more information and discuss when Scholz was in attendance. Caughey was concerned about the minimum height of trees not being valid for all City streets. Caughey has since retracted his concern and believes that enforcement should be taken by a complaint basis or for vision clearance issues in a timely manner.

- Tatum asked who is responsible for trees hanging over sidewalks and roads. Eldridge stated the adjacent home owners are responsible for maintaining the right-of-way.

September 10, 2024

- Knox asked about utilizing the services of Tree City USA or the Arbor Day Foundation. Scholz stated the City has in the past, and due to the amount of grant funding being so low, it wasn't worth staff time.
- Downey **motioned to approve Ordinance No. 1004, "AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 8.05.060"** and was **seconded by Klemm. The motioned passed unanimously by a vote of 4-0.** (Yes: Downey, Klemm, Caughey, and Knox. Youth Advisor Tatum also voted in favor. No: None.)

THE MATTER OF ESTABLISHING A FRANCHISE AGREEMENT WITH HUNTER COMMUNICATIONS BY ADOPTING ORDINANCE NO. 1005, "AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT FOR FIBER INTERNET SERVICES WITH HUNTER COMMUNICATIONS:

Eldridge introduced Patrick McBride and Kris Kinsella with Hunter Communications. Kinsella informed Council that Hunter Communications is an Oregon born company who currently employs over 250 people. Eldridge reviewed the staff report noting the changes to the agreement that were made. Eldridge added it was nice to have the competition with more comparable prices available for our residents.

- Klemm commented that he has been using Hunter Communications since April at his business and he is very happy with their service.
- Caughey asked if it was fiber internet. McBride replied yes and the fiber is direct into individual homes allowing for better speed and quality.
- Scholz thinks the item should be tabled to allow more time for Council to review and to create a Policy for new Franchise Agreements. He further commented that he has already received several right-of-way request from Hunter Communications.
- Eldridge added that a right-of-way can't be approved by a utility that doesn't have a current agreement.
- Downey was frustrated that this was brought to Council and our City Attorney prior to Scholz reviewing. Downey added she would like to see other companies in town, but we need to make sure we have a system in place which includes Scholz review and input.
- Scholz would like to first see a presentation before an agreement.
- Downey would like to know what the process is for other cities to begin a new Franchise Agreement.
- Caughey would like to see proposed rates.
- Knox was concerned about not having enough time to read the staff report, what it would look like physically and what the rates were.
- Tatum agrees we should gather more information.
- Klemm wants to come up with a policy to refer to.
- Eldridge apologized to Scholz for not discussing with him prior and added it was brought to her when she was on vacation, and he was gone. Eldridge will set up a presentation for Hunter Communications and will reach out to other cities to see if they have guidelines for establishing Franchise Agreements.
- Downey **motioned to table to the October 8th City Council meeting and was seconded by Klemm. The motion passed unanimously by a vote of 4-0.** (Yes: Downey, Klemm, Caughey, and Knox. Youth Advisor Tatum also voted in favor. No: None.)

THE MATTER OF RECOMMENDING LEAGUE OF OREGON CITIES (LOC) LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION: Eldridge reviewed the vote results as shown in **Addendum 1**. She remarked that she had walked out of the last LOC Small City Meeting with Brownsville and Halsey.

September 10, 2024

- Downey was confused by Recreational Immunity (Priority E) as it already passed. Eldridge replied to it's to make permanent as the current agreement expires July 1, 2025. Downey and Klemm both would like to change their vote to support that priority.
- Scholz commented that housing funding is not infrastructure funding (Priority A), which is misleading. Klemm and Downey changed their vote not to support that priority.
- *The consensus from City Council was to only support priority E; Restoration of Recreational Immunity.*
- Klemm would like the LOC to know why we don't support priority A. Eldridge to share with LOC.
 - **Klemm motioned to recommend to the League of Oregon Cities, the Harrisburg City Council to support "E"; the Restoration of Recreational Immunity and was seconded by Downey. The motion passed unanimously by a vote of 4-0.** (Yes: Klemm, Downey, Caughey, and Knox. Youth Advisor Tatum also voted in favor. No: None.)

THE MATTER OF APPROVING THE 4TH QUARTER 2023/2024 EXPENSE REPORT: Nelson explained that 95% of the red is due to grants that were budgeted for but were not awarded. No comments or concerns in relation to the 4th Quarter 2023/2/024 Expense Report.

- Before the motion, Downey inquired about the status of the Water Treatment Plant Permit. Eldridge informed Council she is currently waiting for a reply from the county as to whether it's a structure or part of our infrastructure, which would not require a permit.
 - **Downey motioned to approve the 4th Quarter 2023/2024 Expense Report and was seconded by Klemm. The motioned passed unanimously by a vote of 4-0.** (Yes: Downey, Klemm, Caughey and Knox. Youth Advisor Tatum also voted in favor. No: None.)

THE MATTER OF APPROVING THE CONSENT LIST: No comments or concerns.

- **Klemm motioned to approve the consent list as presented and was seconded by Downey. The motion passed unanimously by a vote of 4-0.** (Yes: Klemm, Downey, Caughey and Knox. Youth Advisor Tatum also voted in favor. No: None.) **The motion to approve the consent list approved the following:**
 - **Minutes from the August 13, 2024 City Council Meeting**
 - **The Payment Approval Report for August 2024**

CITY ADMINISTRATOR VERBAL REPORT:

- Ross informed Council of our 1st Annual Scarecrow Contest. Klemm would like to involve our local businesses. Nelson stated funds are available in CE & D for prizes which will include local business gift cards. Information will be sent to out in this months utility bill.
- Eldridge informed Council the Pacific Northwest Marathon is being held on September 21st. This is the last qualifier before the Boston Marathon and typically has 500 participants.
- Caughey reminded Council that tomorrow is the anniversary of 9/11 and to please remember the day and what it stands for.
- Knox asked about the sidewalks next to the new playground and tennis courts on Smith St and if that is part of the street improvement project for 6th St. Scholz replied that it's on the schedule for a local company to repair sometime after the project completion date of September 29th to avoid paying BOLI wages for the work. This would save the city around \$25,000.

September 10, 2024

- Eldridge added that SMAC is looking into reducing small cities grant match requirements and a request to look at BOLI wages in relation to smaller cities. Eldridge asked Scholz how much the state takes for administrative on BOLI payments. Scholz replied the maximum is \$7,500 and the minimum is \$250.

OTHER ITEMS

With no further business, the City Council Meeting adjourned at the hour of 7:49pm

Mayor

City Recorder

UNAPPROVED

COUNCIL LEGISLATIVE PRIORITIES – 1ST CHOICES

** V IS A REPEAT OF A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V**	W	X
Mike	X				X					X								X						
Rob																								
Bobby																								
Charlotte																								
Kim	X				X																			
Cindy	X	N			X								X											
Randy	X				X	X	X			X														
Taylor	X				X					X			X									X		
Michele	X			X	X			N	N			N			X	N								
Chuck	n	n	n	n	X	n	n	n	n	n	n	n	n	N!	n	N!	N!	n	n	N!	n		n	N!
Cathy					X					X	X		X							X				
Lori	X									X								X	X		X			

- A: Infrastructure Funding -7
- E: Restoration of Recreational Immunity - 6
- J: Address Energy Affordability Challenges from Rising Utility Costs - 4
- M: Alcohol Tax - 3
- R: 2025 Transportation Package - 2
- U: Community Safety & Neighborhood Liability - 2

*Commentary; (B, D) Stop Housing Insanity; (O) Feds should be dealing with cybersecurity & privacy, not local states; (Q) Does LOC have any idea of who they are supposed to represent anymore? (R) Waste of time and money when trying to take on such a large broad range all at once. It will not fly. (T) NOT the correct solution; would still allow electric vehicles exemptions and increase the cost of delivered consumables to the public on the back ends of things. (W) Increased regulatory crap (X) Hell No! Tried two decades ago, screwed things up badly. Need education & outreach on retaining & recruiting, not flooding the market again with under qualified, under educated, and under regulated people.

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
3901						
3901	Amanda Pelkey	7312023	Reimbursement	09/24/2024	27.99	24-60-2000
Total 3901:					27.99	
1206						
1206	Analytical Lab & Consultants	169125	Water Testing	08/06/2024	155.00	52-65-4200
1206	Analytical Lab & Consultants	169211	Water Testing	08/10/2024	265.00	51-65-4200
1206	Analytical Lab & Consultants	169358	Water Testing	08/15/2024	378.00	52-65-4200
1206	Analytical Lab & Consultants	169580	Water Testing	08/27/2024	436.00	52-65-4200
1206	Analytical Lab & Consultants	169732	Water Testing	08/30/2024	126.00	52-65-4200
Total 1206:					1,360.00	
2225						
2225	B & I Hardware & Rental	4514/1	P/W Misc Supplies.	08/14/2024	25.77	10-72-4000
2225	B & I Hardware & Rental	5066/1	P/W Misc Supplies.	09/04/2024	68.96	10-72-6700
2225	B & I Hardware & Rental	5103/1	P/W Misc Supplies.	09/05/2024	29.98	10-72-4000
Total 2225:					124.71	
3407						
3407	Cascade Health Solutions	77956	Drug Testing	09/05/2024	72.00	11-44-6100
3407	Cascade Health Solutions	77956	Vaccinations	09/05/2024	188.00	52-65-5200
Total 3407:					260.00	
3876						
3876	Cascades West Regional Consorti	133	Membership Dues	09/15/2024	1,500.00	10-63-2100
Total 3876:					1,500.00	
3920						
3920	Cathy Nelson	PERDIEM 10.2	Per Diem	09/24/2024	131.00	10-63-2200
Total 3920:					131.00	
3773						
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	18.72	10-69-3500
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	42.54	52-65-3500
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	46.19	52-65-3500
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	40.73	10-69-3500
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	46.19	52-65-3500
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	42.54	52-65-3500
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	46.19	52-65-3500
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	40.99	51-65-3500
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	40.73	51-65-3500
3773	CenturyLink	AUG 2024	Phone Bill	08/28/2024	44.64	51-65-3500
Total 3773:					409.46	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
4069						
4069	Clark Coswell	AUGUST 2024	Victim Restitution	08/31/2024	50.00	10-42-2200
Total 4069:					50.00	
2939						
2939	Cobalt Computer Services, Inc.	29476	Computer Service	08/31/2024	291.20	40-65-8015
2939	Cobalt Computer Services, Inc.	29602	Computer Service	08/31/2024	438.74	40-65-8015
2939	Cobalt Computer Services, Inc.	29602	Computer Service	08/31/2024	118.13	51-74-2100
2939	Cobalt Computer Services, Inc.	29602	Computer Service	08/31/2024	118.13	52-74-2100
Total 2939:					966.20	
2720						
2720	Comcast	SEPT 2024	Internet Service	09/02/2024	549.84	10-60-2000
2720	Comcast	SEPT 2024 LIB	Internet Service	08/23/2024	286.85	24-60-2525
2720	Comcast	SEPT 2024 PW	Internet Service	09/01/2024	153.93	51-65-3550
2720	Comcast	SEPT 2024 PW	Internet Service	09/01/2024	153.92	52-65-3550
Total 2720:					1,144.54	
3913						
3913	DataBar Inc	268096	Utility Billing Statements	09/05/2024	410.46	52-74-2200
3913	DataBar Inc	268096	Utility Billing Statements	09/05/2024	410.46	51-74-2200
3913	DataBar Inc	268096	Utility Billing Statements	09/05/2024	40.37	23-70-2500
3913	DataBar Inc	268103	Utility Billing Statements	09/05/2024	278.00	23-70-2500
Total 3913:					1,139.29	
3966						
3966	DCBS Fiscal Services	AUGUST 2024	State Surcharge - Building/Electric	08/31/2024	354.42	26-70-1050
3966	DCBS Fiscal Services	JULY 2024	State Surcharge - Building/Electric	07/31/2024	602.73	26-70-1050
3966	DCBS Fiscal Services	JULY 2024	State Surcharge - Building/Electric	07/31/2024	15.36	27-70-1050
Total 3966:					972.51	
3896						
3896	Delapoer Kidd PC	2050	Attorney Fees	09/03/2024	3,202.50	10-42-2500
3896	Delapoer Kidd PC	2050	Attorney Fees	09/03/2024	1,365.00	10-42-2700
Total 3896:					4,567.50	
3835						
3835	Display Sales	SO4534	Misc P/W Exp	09/17/2024	9,790.00	23-70-2500
Total 3835:					9,790.00	
1946						
1946	Ferguson Waterworks	1279656	P/W Misc. Expense	08/29/2024	275.00	51-65-4600
Total 1946:					275.00	
3165						
3165	Government Ethics Commission	AIE20533	Commission Charges	09/06/2024	945.68	10-66-5000
Total 3165:					945.68	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1947						
1947	H & J Construction, Inc.	23-009A	6th Street Reconstruct	09/17/2024	168,793.76	11-60-7975
1947	H & J Construction, Inc.	23-009A	6th Street Reconstruct	09/17/2024	65,755.79	25-70-8000
1947	H & J Construction, Inc.	23-009A	6th Street Reconstruct	09/17/2024	132,530.32	60-70-7000
Total 1947:					367,079.87	
3900						
3900	Hawkins Delafield & Wood LLP	2024-1	Annual Arbitrage Fee	09/20/2024	1,500.00	10-53-2200
Total 3900:					1,500.00	
1220						
1220	Hurd's Custom Machinery, Inc.	42803	Public Works Supplies	07/31/2024	204.87	10-72-4000
1220	Hurd's Custom Machinery, Inc.	42903	Public Works Supplies	08/09/2024	96.21	10-72-6650
1220	Hurd's Custom Machinery, Inc.	42990	Public Works Supplies	08/20/2024	130.48	10-72-6650
1220	Hurd's Custom Machinery, Inc.	43050	Public Works Supplies	08/27/2024	12.57	10-72-6700
Total 1220:					444.13	
2543						
2543	Industrial Source	2325276	Misc. P/W Supplies	08/31/2024	24.89	10-72-4000
Total 2543:					24.89	
1221						
1221	Jerry's Home Improvement	260390/1	Misc Public Works Supplies	07/25/2024	450.25	10-72-4000
Total 1221:					450.25	
3432						
3432	John Deere Financial	5551791	Misc P/W Exp	08/18/2024	21.03	11-45-2100
3432	John Deere Financial	5551791	Misc P/W Exp	08/18/2024	24.54	51-73-2100
3432	John Deere Financial	5551791	Misc P/W Exp	08/18/2024	24.54	52-73-2100
Total 3432:					70.11	
4046						
4046	Joshua Colwell Company	MACIEJ SMOR	Attorney Fee	09/13/2024	378.00	10-42-2700
Total 4046:					378.00	
3968						
3968	Junction City	AUGUST 2024	Building/Electrical Permit Fees	08/31/2024	2,893.72	26-70-1000
3968	Junction City	JULY 2024	Building/Electrical Permit Fees	07/31/2024	6,347.08	26-70-1000
3968	Junction City	JULY 2024	Building/Electrical Permit Fees	07/31/2024	83.20	27-70-1000
Total 3968:					9,324.00	
4048						
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	18.80	10-53-2200
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	51.82	10-53-2200
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	76.85	10-53-2200
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	13.79	10-53-2200
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	35.49	10-53-2200
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	73.00	10-60-2400
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	75.00	10-53-2200

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	4.29	51-65-4600
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	4.28	52-65-4600
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	13.28	51-65-4600
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	13.28	52-65-4600
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	63.89	41-78-8170
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	265.99	41-78-8170
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	13.45	10-60-2300
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	4.49	10-60-2300
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	299.97	10-72-6700
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	3,749.99	41-78-8170
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	38.39	10-72-4000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	21.71	10-72-4000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	42.83	10-60-2300
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	14.00	10-53-2200
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	51.35	10-42-2800
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	4.50	10-53-2000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	257.38	10-63-2000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	25.00	10-53-2000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	17.18	24-60-2800
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	21.55	24-60-2000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	128.49	24-60-3200
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	37.04	24-60-2800
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	8.99	10-72-4000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	5.49	10-72-4000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	55.50	24-60-3050
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	19.98	10-60-2300
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	19.98	10-60-2300
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	29.99	24-60-3050
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	1.77	10-60-2400
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	15.99	24-60-2000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	62.94	24-60-2300
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	16.99	24-60-2300
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	12.62	24-60-2000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	1,009.60	24-60-2000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	71.96	24-60-3050
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	20.60	24-60-3050
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	257.38	10-63-2000
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	25.00	10-53-2200
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	75.58	24-60-2300
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	16.45	24-60-3050
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	19.98	24-60-2800
4048	KeyBank Key Card	AUGUST 2024	Misc Credit Card Charges	08/31/2024	19.03	10-72-4000
Total 4048:					7,052.90	
3883						
3883	Knox Ag Irrigaion, Inc	6464	Misc P/W Exp	07/30/2024	8.69	52-65-4600
Total 3883:					8.69	
1481						
1481	Linn County Road Department	127-25	Road Painting	08/22/2024	4,220.28	11-43-3000
Total 1481:					4,220.28	
3819						
3819	Linn County Treasurer	JULY 2024	Court Revenue Payout	07/31/2024	151.72	10-42-2200

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 3819:					151.72	
1227						
1227	McKinley Printing Company	3840	Business Cards	09/18/2024	125.00	10-53-2200
Total 1227:					125.00	
2644						
2644	Net Assets	54-202408	Lien Searches	09/03/2024	78.00	10-53-2250
Total 2644:					78.00	
1102						
1102	NW Natural Gas Co.	SEPT 2024	Utilities	09/09/2024	19.21	10-69-2000
1102	NW Natural Gas Co.	SEPT 2024 PU	Utilities	09/10/2024	54.34	52-65-2700
1102	NW Natural Gas Co.	SEPT 2024 PW	Utilities	09/09/2024	22.08	51-65-2700
Total 1102:					95.63	
1952						
1952	OAWU	38234	Conference Registration	09/03/2024	180.00	51-76-2000
1952	OAWU	38234	Conference Registration	09/03/2024	180.00	52-76-2000
Total 1952:					360.00	
2201						
2201	Occidental Chemical Corporation	1838626	PW Misc. Expense	08/20/2024	44,315.40	51-65-4000
Total 2201:					44,315.40	
1783						
1783	OCCMA	2024-R23854-2	Membership Dues	09/24/2024	300.00	10-63-2100
Total 1783:					300.00	
3427						
3427	OHA Cashier	PERDUE 24	Certification	09/03/2024	97.50	51-76-2000
3427	OHA Cashier	PERDUE 24	Certification	09/03/2024	97.50	52-76-2000
Total 3427:					195.00	
1245						
1245	One Call Concepts, Inc.	4080385	Locates	08/31/2024	11.18	51-65-4600
1245	One Call Concepts, Inc.	4080385	Locates	08/31/2024	11.17	52-65-4600
Total 1245:					22.35	
1033						
1033	Oregon Department of Revenue	JULY 2024	Court Revenue Payout	07/31/2024	316.21	10-42-2200
Total 1033:					316.21	
1862						
1862	Oregon DMV	L0059071920	Record Inquiry	08/30/2024	20.85	10-42-2800

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 1862:					20.85	
3962						
3962	Oregon State Treasury	ARU00405831	Unclaimed Property	09/24/2024	777.29	10-1200
Total 3962:					777.29	
3096						
3096	Pacific Office Automation	469544	Telephone	08/23/2024	120.65	10-69-3500
3096	Pacific Office Automation	469544	Telephone	08/23/2024	35.21	24-60-2500
3096	Pacific Office Automation	469544	Telephone	08/23/2024	120.64	51-65-3500
3096	Pacific Office Automation	469544	Telephone	08/23/2024	120.64	52-65-3500
3096	Pacific Office Automation	5031377393	Copier Contract	09/14/2024	162.23	10-60-2100
3096	Pacific Office Automation	5031377393	Copier Contract	09/14/2024	345.01	40-67-8000
3096	Pacific Office Automation	5031377393	Copier Contract	09/14/2024	162.24	51-74-2000
3096	Pacific Office Automation	5031377393	Copier Contract	09/14/2024	162.24	51-74-2000
Total 3096:					1,228.86	
1079						
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	51.50	52-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	19.62	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	8.12	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	13.31	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	26.61	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	83.38	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	41.68	11-44-2000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	6,470.14	51-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	987.98	51-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	45.17	51-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	1,052.79	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	48.60	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	146.40	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	249.14	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	17.96	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	409.41	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	30.95	25-65-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	81.09	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	56.77	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	15.93	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	414.40	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	48.64	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	43.04	52-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	18.96	52-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	40.61	52-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	35.78	10-72-6700
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	59.91	25-65-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	19.62	25-65-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	24.91	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	39.10	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	377.77	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	38.50	52-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	65.86	52-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	777.94	52-65-2600
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	40.54	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	95.64	10-69-2500

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	24.30	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	19.17	10-69-3000
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	431.71	10-69-2500
1079	Pacific Power & Light Company	SEPTEMBER 2	UTILITIES	09/13/2024	17.96	10-69-2500
Total 1079:					12,490.91	
1507						
1507	Rick Nelson	9242024	Reimbursements	09/24/2024	137.50	23-70-2500
Total 1507:					137.50	
3777						
3777	Rodda Paint Company	25057719	Paint	08/29/2024	166.24	11-44-6000
Total 3777:					166.24	
3582						
3582	Sierra Springs	217929670914	Bottled Water	09/14/2024	100.39	10-53-2200
Total 3582:					100.39	
2124						
2124	Skip Tracer & Lads	16817	Misc. P/W Expense	08/30/2024	4,440.00	61-70-7700
Total 2124:					4,440.00	
2927						
2927	Staples Business Advantage	6011824895	Office Supplies	09/14/2024	24.38	10-60-2300
2927	Staples Business Advantage	6011824895	Office Supplies	09/14/2024	24.37	51-74-2400
2927	Staples Business Advantage	6011824895	Office Supplies	09/14/2024	24.37	52-74-2400
Total 2927:					73.12	
1144						
1144	Suzan Jackson	243	Janitor Services	08/31/2024	630.00	10-72-4100
1144	Suzan Jackson	243	Janitor Services	08/31/2024	420.00	10-72-4100
1144	Suzan Jackson	244	Janitor Services	09/30/2024	.00	10-72-4100
1144	Suzan Jackson	244	Janitor Services	09/30/2024	.00	10-72-4100
Total 1144:					1,050.00	
3243						
3243	Synergy Security Solutions	15417	City Hall Monitoring	08/28/2024	1,917.00	10-72-4000
3243	Synergy Security Solutions	15426	City Hall Monitoring	08/29/2024	204.00	10-72-4000
Total 3243:					2,121.00	
3782						
3782	Tri-County Fire Protection	6607	Fire Extinguisher Service	08/22/2024	83.50	10-72-4000
Total 3782:					83.50	
4043						
4043	TWGW, Inc. Napa AUto Parts	710335	Repairs	07/26/2024	11.98	11-45-2100
4043	TWGW, Inc. Napa AUto Parts	710335	Repairs	07/26/2024	13.97	51-73-2100
4043	TWGW, Inc. Napa AUto Parts	710335	Repairs	07/26/2024	13.97	52-73-2100

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
4043	TWGW, Inc. Napa AUto Parts	711597	Repairs	08/12/2024	43.29	11-45-2100
4043	TWGW, Inc. Napa AUto Parts	711597	Repairs	08/12/2024	50.51	51-73-2100
4043	TWGW, Inc. Napa AUto Parts	711597	Repairs	08/12/2024	50.51	52-73-2100
4043	TWGW, Inc. Napa AUto Parts	712518	Repairs	08/22/2024	27.94	10-72-6700
4043	TWGW, Inc. Napa AUto Parts	712527	Repairs	08/22/2024	94.12	10-72-6700
Total 4043:					306.29	
3866						
3866	Umpqua Valley Financial, LLC	8555	Audit Services	08/29/2024	930.00	10-41-2000
3866	Umpqua Valley Financial, LLC	8555	Audit Services	08/29/2024	390.00	11-42-2000
3866	Umpqua Valley Financial, LLC	8555	Audit Services	08/29/2024	810.00	51-60-2000
3866	Umpqua Valley Financial, LLC	8555	Audit Services	08/29/2024	870.00	52-60-2000
Total 3866:					3,000.00	
3175						
3175	United States Treasury	8038-T 2024	Arbitrage Payment	09/25/2024	177,684.03	51-34-2000
Total 3175:					177,684.03	
3663						
3663	Water Refunds	#11614.06	Utility Billing Overpayment	09/24/2024	64.51	01-1075
3663	Water Refunds	#423.06	Utility Billing Overpayment	09/03/2024	11.19	01-1075
3663	Water Refunds	#714.03	Utility Billing Overpayment	09/17/2024	7.33	01-1075
3663	Water Refunds	306.06	Utility Billing Overpayment	09/13/2024	8.05	01-1075
Total 3663:					91.08	
1239						
1239	WECO	CP-00280380	PW Gas Exp	08/31/2024	774.22	11-45-2000
1239	WECO	CP-00280380	PW Gas Exp	08/31/2024	903.25	51-73-2000
1239	WECO	CP-00280380	PW Gas Exp	08/31/2024	903.25	52-73-2000
Total 1239:					2,580.72	
3973						
3973	Zumar Industires, Inc.	48852	Road Signs	08/27/2024	2,132.00	61-70-7000
Total 3973:					2,132.00	
Grand Totals:					668,660.09	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
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Dated: _____

Mayor: _____

Payment Approval Report
Expense Account Key

City Council: _____

	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

City Recorder: _____

City Treasurer: _____

Report Criteria:

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



Library Board Minutes
September 03, 2024
5:30 PM

Chairperson: Desria Hansen
 Vice-Chairperson: Alexandria Bennett
 Board Members: Lori Pelkey and Rian Tupua
 Board Members Absent: Danielle Pederson (Excused)
 Staff Members: Library Supervisor Cathy Nelson, City Recorder Lori Ross and Librarian Amanda Pelkey
 Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

CALL TO ORDER AND ROLL CALL at the hour of 5:32pm by Chairperson Desria Hansen

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

APPROVAL OF MINUTES: No comments or concerns.

- Pelkey motioned to approve the minutes from the May 7, 2024 Library Board Meeting and was seconded by Bennett. The motion passed unanimously by a vote of 4-0. (Yes: Pelkey, Bennett, Hansen and Tupua. No: None.)

THE MATTER OF DISCUSSING LIBRARY PROGRAMS:

Crafting Club: The name has changed to Adult Craft Club however; all ages are welcome to attend with an adult guardian.

Game Night: Still looking for a volunteer. Ross to reach out to a previous applicant to see if he's still interested in running the program.

Teen Book Club: The program currently has two patrons. Hansen asked about reaching out to the High School. A. Pelkey stated there was information in the last school newsletter about the program.

Story Time: The Summer Programs went very well. A. Pelkey commented that the carnival was a hit with a great turnout and recommended to have more volunteers for next year.

Baby Story Time: Volunteer Madison Stepherson is willing to take over and continue the program from A. Pelkey.

Lego Club: Program is going good. Volunteer is Nolan Malpass, who is in attendance this

September 03, 2024

evening.

Grief Support: No information available. Hansen to reach out to Cheryl Spangler.

Computer Class: No information available. A. Pelkey will run the program which will be a very basic computer class to include setting up emails, resetting passwords and other basic things people struggle with. A. Pelkey would like to start the first week of October. Bennett suggested starting sooner rather than later, due to the time change. Nelson suggested holding it in on a Tuesday or Thursday morning when the Library is closed.

Cooking Class: Carter, who is not in attendance, is handling the program. Staff is not sure of the start date, however, she would like to have holiday themes, so possibly the end of October. The program will be for teens 13 year and older. Nelson suggested having a liability release waiver for patrons attending and informed the Board the Library has a \$2,000 grant to use for the two month program.

Others:

- Pelkey referred to **Addendum 1**, which list the themes for the Fall Story Time Programs.
- Hansen informed the Board she will be moving out of state in December so her last meeting as Chairperson will be in November.
- Pelkey stated the Holiday Bazaar will be November 15th and 16th. Hansen would like to have it incorporate Thanksgiving items also.
- Pelkey stated this year's Holiday Float will be created by volunteer Malpass, which will include a Lego structure.
- A. Pelkey would like to have a Valentine's Day Dance next year.
- Next meeting to be held, November 5, 2024 at 5:30pm at City Hall due to the elections.

With no further business, the Library Board Meeting adjourned at hour of 5:58pm

Friday Storytime Schedule for September 2024

Friday 10 a.m. 09/06
Pirate Themed Storytime
Craft: DIY Spyglass



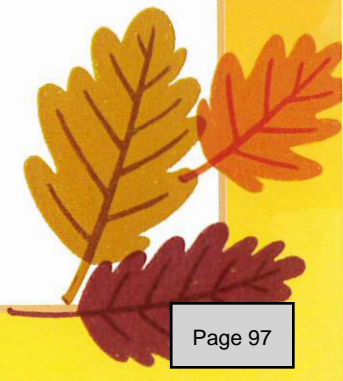
Friday 10 a.m. 09/13
Very-Busy-Spider-Story-Time
Craft: string art



Friday 10 a.m. 09/20
All About Me Story Time
craft: silhouette



Friday 10 a.m. 09/27
Falling Leaves Storytime
Craft: Leaf rubbings



Report Criteria:

Case.Violation date = 09/01/2024-09/30/2024

Agency	Case Number	Citation Numbers	Violation Date	Primary Offense	Location
COBURG PD	24-T-0155	1158	09/02/2024	VIOLATING DESIGNATED SPEED 11-20 MPH	N. 7TH ST & DIAMOND HILL DR
COBURG PD	24-T-0154	1159	09/02/2024	VIOLATING DESIGNATED SPEED 11-20 MPH	DIAMOND HILL & N. 7TH ST
COBURG PD	24-T-0158	1681	09/06/2024	DRIVING WHILE UNINSURED	TERRITORIAL ST & 3RD ST
COBURG PD	24-T-0156	1063	09/07/2024	VIOLATING DESIGNATED SPEED 11-20 MPH	S. 6TH ST & SOMMERVILLE
COBURG PD	24-T-0157	1064	09/07/2024	NO OPERATORS LICENSE	S. 6TH ST & SOMMERVILLE
LCSO	24-T-0160	227907	09/11/2024	EXPIRED VEHICLE REGISTRATION; FTU SEAT BELT	1158 S. 6TH ST
LCSO	24-T-0159	227909	09/11/2024	EXPIRED VEHICLE REGISTRATION	299 TERRITORIAL ST & N. 3RD ST
COHB	24-M-0049	24-M-0049	09/11/2024	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	24-M-0050	24-M-0050	09/11/2024	FAILURE TO APPEAR ON CRIMINAL CITATION	
COBURG PD	24-T-0161	1065	09/14/2024	VIOLATING DESIGNATED SPEED 11-20 MPH	S. 6TH ST NEAR PRICEBORO
LCS	24-T-0162	227980	09/19/2024	DRIVING WHILE UNINSURED	854 S. 2ND ST
COBURG PD	24-T-0164	1066	09/21/2024	VIOLATING DESIGNATED SPEED 11-20 MPH	SOMMERVILLE & S. 6TH ST
COBURG PD	24-T-0163	1067	09/21/2024	VIOLATING DESIGNATED SPEED 11-20 MPH	SOMMERVILLE & S. 6TH ST
LCSO	24-T-0165	228052	09/26/2024	VIOLATING DESIGNATED SPEED 21-30 MPH	467 N. 7TH ST
COBURG PD	24-T-0167	1068	09/27/2024	EXPIRED VEHICLE REGISTRATION	S. 6TH ST NEAR SOMMERVILLE
LCS	24-T-0166	228089	09/27/2024	FAIL TO CARRY VEH REGISTRATION	153 N. 3RD ST
LCS	24-M-0051	228101	09/28/2024	DRIVE WHILE SUSPENDED - MISD	599 LASALLE ST & S. 6TH ST
LCSO	24-T-0168	228106	09/28/2024	DRIVING WHILE UNINSURED	444 PEORIA RD
LCSO	24-T-0169	228121	09/30/2024	DRIVE WHILE SUSPENDED/REVOKED	400 S. 9TH ST
LCSO	24-T-0172	228122	09/30/2024	VIOLATING DESIGNATED SPEED 11-20 MPH	1160 S. 6TH ST
LCSO	24-T-0173	228123	09/30/2024	VIOLATING DESIGNATED SPEED 11-20 MPH	875 DIAMOND HILL DR
LCSO	24-T-0174	228124	09/30/2024	VIOLATING DESIGNATED SPEED 11-20 MPH	1160 S. 6TH ST

Grand Totals:

22 CITATIONS ISSUED FOR A TOTAL OF 23 OFFENSES

Code	Description	Count	Amount	GL Account
Court Costs				
AF	ATTORNEY FEE	1	6.59	
CF	COLLECTION FEE	17	2,879.86	
COSTS	COURT COSTS	3	336.74	
DEF-ADJUD	DEF ADJUDICATION	8	684.44	
LPF	LATE PAYMENT FEE	14	70.12	
PA	PAYMENT ARRANGEMENT- FEE	8	36.33	
SCF	SHOW CAUSE FEE	6	85.04	
SUSP	SUSPENSION FEE	21	207.30	
WF	WARRANT FEE	24	512.40	
Total Court Costs:		102	4,818.82	
Fines				
DIV	DIVERSION AGREEMENT	3	444.00	
GBD	GUILTY BY DEFAULT	32	3,055.51	
GUILTY	FOUND GUILTY	16	1,084.51	
Total Fines:		51	4,584.02	
Surcharges				
COUNTY	COUNTY ASSESSMENT	3	48.00	
DIV STATE	STATE ASSESSMENT	1	35.00	
STATE	STATE ASSESSMENT	34	1,650.00	
Total Surcharges:		38	1,733.00	
Third Party				
REST	VICTIM RESTITUTION	2	150.00	
Total Third Party:		2	150.00	
Grand Totals:		193	11,285.84	