



City Council Business Meeting Agenda
January 10, 2023
6:30 PM

Mayor: Robert Duncan
Council President: Mike Caughey
Councilors: Kimberly Downey, Robert Boese, Adam Keaton, Randy Klemm, and
Charlotte Thomas
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 at this time. The City does ask that anyone running a fever, having an active cough or other respiratory issues, not to attend this meeting.*
9. *If you wish to testify and are unable to attend due to health concerns, please contact the City Recorder to be placed on a Conference Call list during the meeting.*

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan

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

1. THE MATTER OF ADMINISTERING OATHS OF OFFICE AND APPOINTING A COUNCIL PRESIDENT

STAFF REPORT:

Exhibit A: None

ACTION: AFTER OATHS OF OFFICE ARE ADMINISTERED, COUNCIL MEMBERS WILL FILL OUT A BALLOT WITH THEIR CHOICE OF CANDIDATE FOR COUNCIL PRESIDENT

ORDINANCES

2. THE MATTER OF UPDATING THE APPEAL PROCESS FOR TRESPASSING VIOLATIONS BY APPROVING ORDINANCE NO. 989, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 9.55.200”

STAFF REPORT:

Exhibit A: Red-lined Version

Exhibit B: Ordinance No. 989

ACTION: MOTION TO APPROVE ORDINANCE NO. 989, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 9.55.200”

RESOLUTIONS

3. THE MATTER OF A PROPOSAL TO MODIFY THE CURRENT SOLID WASTE FRANCHISE RATE FOR REPUBLIC SERVICES, TO REFLECT THEIR REQUEST TO APPLY A 9% INCREASE TO CURRENT RATES, BASED ON THE RATE REFUSE INDEX

STAFF REPORT:

Exhibit A: Revised Rate Comparison Worksheet

Exhibit B: Packet from Republic Services

Exhibit C: Previous Month Staff Report

Exhibit D: Letter of Opposition

Exhibit E: Ordinance No. 879

Exhibit F: Proposed Resolution Draft – Resolution No. 1273

ACTION: TBD – MOTION TO APPROVE RESOLUTION NO. 1273, “A RESOLUTION APPROVING A ____ RATE INCREASE FOR SOLID WASTE MANAGEMENT SERVICES PROVIDED BY REPUBLIC SERVICES AND ESTABLISHING AN EFFECTIVE DATE”, AND TO DIRECT THE CITY ADMINISTRATOR TO UPDATE THE CURRENT FRANCHISE AGREEMENT.

NEW BUSINESS

4. THE MATTER OF REVIEWING THE DRAFT OF THE COMCAST FRANCHISE AGREEMENT, AND DIRECTING STAFF TO RETURN WITH AN ORDINANCE IN THE FUTURE

STAFF REPORT:

Exhibit A: Ordinance No. 900

Exhibit B: Red-Lined Comcast Agreement

ACTION: DISCUSSION AND REVIEW OF THE DRAFT COMCAST AGREEMENT. MOTION TO DIRECT STAFF TO RETURN WITH AN ORDINANCE TO ADOPT IF APPLICABLE AFTER REVIEW

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.

5. THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

Exhibit A: Payment Approval Report for December 2022

Exhibit B: Municipal Court Collection Report December 2022

Exhibit C: Municipal Court Citation Report December 2022

ACTION: MOTION TO APPROVE THE CONSENT LIST

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

The Payment Approval Report for December 2022

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

1. Cheryl Spangler January 12th Open House
2. City Day at the Capital is January 25th: Reservations required by January 19th
3. Lobbying 101

4. I.O.O.F Building-HRA Grant
5. Public Works Hiring
6. TMDL
7. Strategic Plan
8. Fern Ridge Tribune News

OTHER ITEMS

ADJOURN

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF UPDATING THE APPEAL PROCESS FOR TRESPASSING VIOLATIONS BY APPROVING ORDINANCE NO. 989, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 9.55.200”

STAFF REPORT:

- Exhibit A: Redlined Version
- Exhibit B: Ordinance No. 989

ACTION: MOTION TO APPROVE ORDINANCE NO. 989, “AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 9.55.200”

THIS AGENDA BILL IS DESTINED FOR: Agenda – January 10, 2023

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

STAFF RECOMMENDATION:

Staff recommends City Council approve Ordinance No. 989

BACKGROUND INFORMATION:

The City has recently had to trespass more people from Riverfront Park. Our current trespass process allows for an appeal; but that appeal is through the City Council. Staff and Judge Blake had a discussion and felt that it would be better for the Municipal Court to hear an appeal of this action, because trespassing in Harrisburg parks is considered a Class C Misdemeanor. The current appeal process also limits an individual to a 120-day trespass period. Someone who commits a felony, as an example, should be trespassed for a longer period. Therefore, the code has also been amended to leave the period of trespassing time up to the discretion of our law enforcement personnel, or to a city employee. We’ve also changed the time period in which to appeal to five business days, rather than standard days.

In mid-December, two individuals at Riverfront Park engaged in a fight with each other; the fight was caught on camera. They were both cited with Harassment and are scheduled to appear at court on February 8th at 2pm. Because fighting is not acceptable in a City Park, our Law Enforcement Officers were also authorized to trespass both individuals. Both individuals park frequently in Riverfront Park during the day. One of those individuals, has appealed the period of time in which she has been trespassed. The appeal is based on the law that was in effect at the time of the code violation.

The defendant that appealed doesn't have a mailing address or phone number, therefore, we will inform her at her hearing that she will have the chance to address Council on February 14, 2023. At that time, there will only be one more month left on her trespass period.

REVIEW AND APPROVAL:



01.04.23

Michele Eldridge Date
City Administrator

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Exhibit A**9.55.200 Trespass.**

Any police officer, City employee or designee may exclude any person who violates any provision of this chapter or any other applicable City ordinance, or any of the laws of the State of Oregon, from any or all City parks for a period ~~not to exceed 120 days as~~ determined by Law Enforcement Personnel.

1. Written notice shall be given to any person excluded from any City park(s). Such notice shall specify the dates and places of exclusion. It will be signed by the issuing party; warning of consequences for failure to comply shall be prominently displayed on the notice.
2. A person receiving such notice may appeal to the ~~City Council~~ Municipal Court Judge to have the written notice rescinded or the period shortened. An appeal must be filed with the City Hall within five business days of receiving notice.

This section is in addition to and not in lieu of any other ordinance or law. Trespass is a Class C misdemeanor. [Ord. 679 § 20, 1995.]

ORDINANCE 989**AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 9.55.200**

WHEREAS, the Harrisburg City Council established rules and regulations regarding trespassing individuals in City Parks; and,

WHEREAS, trespassing authority has been provided to our law enforcement personnel; and,

WHEREAS, trespassing is a Class C misdemeanor, and therefore should be heard by the City's Municipal Court Judge,

NOW THEREFORE, THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

Section 1. The Harrisburg Municipal Code Chapter 9.55.200 is amended as shown by the provisions contained in **Exhibit A**.

PASSED by the Council this 10th Day of January, 2023.

APPROVED by the Mayor this 10th Day of January, 2023.

EFFECTIVE the 10th Day of February, 2023.

Mayor Duncan

ATTEST:

City Recorder

EXHIBIT A

9.55.200 Trespass.

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Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF A PROPOSAL TO MODIFY THE CURRENT SOLID WASTE FRANCHISE RATE FOR REPUBLIC SERVICES, TO REFLECT THEIR REQUEST TO APPLY A 9% INCREASE TO CURRENT RATES, BASED ON THE RATE REFUSE INDEX

STAFF REPORT:

- Exhibit A: Revised Rate Comparison Worksheet
- Exhibit B: Packet from Republic Services
- Exhibit C: Previous month staff report
- Exhibit D: Letter of Opposition
- Exhibit E: Ordinance No. 879
- Exhibit F: Proposed Resolution Draft – Resolution No. 1273

ACTION: TBD – MOTION TO APPROVE RESOLUTION NO. 1273, “A RESOLUTION APPROVING A ____ RATE INCREASE FOR SOLID WASTE MANAGEMENT SERVICES PROVIDED BY REPUBLIC SERVICES AND ESTABLISHING AN EFFECTIVE DATE”, AND TO DIRECT THE CITY ADMINISTRATOR TO UPDATE THE CURRENT FRANCHISE AGREEMENT.

THIS AGENDA BILL IS DESTINED FOR: Agenda – January 10, 2023

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

STAFF RECOMMENDATION:

Staff recommends the City Council determine if the information provided in the report and at the meeting warrants a 9% increase to the Solid Waste Franchise Rate, and to direct Staff to update the current franchise agreement.

BACKGROUND INFORMATION:

Republic Services came to the City Council in December to request a 9% increase on rates charged to Harrisburg customers. Because some of the data presented was difficult to read, as well as being incorrect, City Council asked for Republic Services to return with revised rate sheets.

Council will find the revised rate comparison worksheets in **Exhibit A**. This includes a page for residential rates, plus commercial and industrial rates. **Exhibit B** is the same report supplied to the Council previously, which shows the annual Refuse Rate Index (RRI). The formula includes the rate as provided in the CPI (Consumer Price Index),

along with the CPI rate for low sulfur diesel, and the rate charged by the Coffin Butte Disposal. This year, that rate shows a 13.4% increase; Republic Services are therefore requesting a 9% increase for the Harrisburg citizen. (See Page 1 of **Exhibit B** for a comparison of fees). Kenneth Larson has noted that the average monthly increase across 20, 32 and 90-gallon carts is about \$2.41. He provided a slightly different worksheet, which is the front sheet of **Exhibit A**. Staff has added a line for comparison to the rates charged in the City of Coburg, who is served by an independent provider that is located roughly 7.5 miles from Harrisburg. Junction City provides their own sanitation services and is located only 4 miles from Harrisburg.

As noted in the last staff report (**Exhibit C**), and shown in the table below, 9% is the highest rate increase that has been proposed by Republic Services since 2017. As the City Council is highly aware of, this has been another unprecedented year for fluctuations in prices for supply markets, with shortages in relation to labor. Since the last report, Staff have also received a letter of opposition to this rate increase from citizen William Percell, shown in **Exhibit D**.

Year of Increase	% of Increase	Description
2017	3.5%	Refuse Rate Index – Resolution No. 1171
2018 (1)	\$2 per month	Recycling Changes –Resolution No. 1187 (May)
2018 (2)	5.7%	Refuse Rate Index – Resolution No. 1205 (Dec)
2019	2.4%	Refuse Rate Index – Resolution No 1222
2021	5.9%	Refuse Rate index – Resolution No. 1262
Current Request	9% = Avg. \$2.41 based on 3 sizes of carts	Refuse Rate Index – Proposed Resolution No. 1273

According to the Franchise Agreement, (**Exhibit E**) in section 20, it notes that the City may approve the rates if they are not unreasonable and are not substantially higher than those charged generally under similar service requirements and for the same and similar quality of service. **The City may establish a different rate schedule.** In considering rate adjustments, the City must find the rates to be fair, just, reasonable, and sufficient to provide proper service to the public and will take into consideration the cost of doing business by the Franchisee, the ability of the customer to pay such rates and the rates charged by a similar business. Below, Council will find terms of what they should consider when determining or considering the revision of the proposed customer rates:

1. **The cost of performing the service provided by the Franchisee.**
2. **The anticipated increase or decrease in the cost of providing this service.**
3. **The need for equipment replacement and the need for additional equipment to meet the service needs, or technological changes.**
4. **Compliance with federal, state, or local laws or regulations.**
5. **The Franchisee’s investment, the value of the business and the necessity that the Franchisee have a reasonable operating margin and rate of return on revenue.**

- 6. **The public interest in assuring reasonable rates to enable the Franchisee to provide efficient and beneficial service to the residents and other users of the service.**
- 7. **The local wage scales, cost of management, facilities, and disposal fees and charges.**
- 8. **Any profit or cost savings resulting from recycling and resource recovery, and any additional costs resulting from recycling and resource recovery.**
- 9. **Any increase or decrease in the franchise fee charged by the City.**
- 10. **Rates in other cities for similar service.**
- 11. **Any other information deemed necessary for a rate review and adjustment.**

Staff would also like to take the time to update the current franchise agreement/ordinance, which is now 14 years old. The franchise agreement should direct both parties in how to resolve any rate disputes, and there are other sections of the agreement that should be updated. In section 5.3, it does give the City the option to update the agreement at the end of every two-year period. May of 2023 is the end of another two-year period, counting back to the original agreement signed in April 2009.

In addition to being our solid waste franchise provider, Republic Services does provide additional community services to the City of Harrisburg. This is in the form of monetary funds for the summer sounds concerts, as well as providing a recycle roundup day prior to the 4th of July. The City notes that in the past, Republic Services allowed garbage to be dropped off, in addition to recycling in the month of June. This would be a great service to citizens, especially those who have received notices from the City to clean up the areas around their homes. At the last meeting, Kevin had stated that they are willing to work with the City to do this, but it would be a better service to our citizens if everyone could bring excess garbage to them on this date, rather than just a few citizens.

The motion at the top of the staff report includes the title of the resolution, but leaves the rate increase up to Council modification, if they should make that decision. The motion includes directing the City Administrator to enter into negotiations with Republic Services in order to update the current agreement. That will return to Council at a future meeting after legal review.

REVIEW AND APPROVAL:



01.04.23

Michele Eldridge Date
City Administrator

RATE COMPARISON January 2023 vs 2022

JURISDICTION	Proposed 2023 rates (weekly pickup)					2022 rates (weekly pickup)					SERVICES INCLUDED
	32G CART	90GAL CART	20GAL CART	65GAL CART	2 Yard	32GAL CA	90GAL CAR	20GAL CAR	65GAL CA	2 Yard5	
Harrisburg	\$ 25.16	\$ 38.72	\$ 23.45		\$ 209.74	\$ 23.08	\$ 35.52	\$ 21.51		\$ 208.40	MSW/REC (YD = Every Other Week)
Albany	\$27.14	\$ 40.77	\$23.86	\$33.96	\$ 219.26	\$24.90	\$37.40	\$21.89	\$31.16	\$201.16	MSW/REC/YD
Lebanon* Proposed	\$28.24	\$ 41.40	\$25.64	NA	\$ 224.22	\$25.91	\$37.98	\$23.52	NA	\$205.71	MSW/YD (REC = Every Other Week)
Corvallis	\$24.72	\$ 41.07	\$22.72	\$32.85	\$209.74	\$23.77	\$39.49	\$21.32	\$31.59	\$201.67	MSW/REC/YD
Philomath	\$22.82	\$39.63	\$15.80	\$31.12	\$216.20	\$21.94	\$38.11	\$15.20	\$29.92	\$207.88	MSW/REC/YD
Tangent	\$23.61	\$ 39.75	\$20.54	\$31.89	\$ 236.26	\$22.70	\$38.22	\$19.75	\$30.66	\$227.17	MSW (REC/YD = Every Other Week)
Dallas	\$22.00	\$ 35.80	\$20.20	\$27.80	\$183.55	\$21.15	\$34.40	\$19.40	NA	\$176.50	MSW (REC/YD = Every Other Week)
Millersburg	\$23.35	\$36.45	\$20.83	TBD	\$222.01	\$21.42	\$33.44	\$19.11	NA	\$203.68	MSW/REC (YD = Every Other Week)
Sweet Home						\$55.94	\$68.65	\$28.36	NA	\$209.75	MSW (REC/YD = Every Other Week)
Adair Village	\$23.04	\$40.11	\$20.45	\$31.45	\$221.59	\$21.14	\$36.80	\$18.75	\$28.85	\$203.29	MSW/REC/YD
Services provided by other Solid Waste Providers											
Junction City - Municipal Services	\$17.8 - 35G	\$33.89 - 95G		\$25.85	\$ 164.00	17.80	33.89			164.00	MSW/REC/YD
Brownsville - Sweet Home Sanitation						\$31.85	\$39.60			\$224.69	MSW/REC/YD
Coburg - Coburg Sanitary Services	\$24.50 - 35G	\$49.90 - 95G		\$39.90	\$174.50						

Rate Increases from Republic

Services	Actual RRI	
Proposed	9%	13.40%
2022	5.9%	5.90%
2021	0%	0
2020	0%	0
2019	2.4%	n/a

Republic Services Current and Proposed 9% Residential Services Rates for Harrisburg

Service	Current Monthly	Current Bi-Monthly	Proposed Monthly	Proposed Bi-Monthly	Proposed Monthly Total Increase	Proposed Bi-Monthly Total Increase
1 Can	\$ 26.76	\$ 53.52	\$ 29.17	\$ 58.34	\$ 2.41	\$ 4.82
Add can	\$ 18.97	\$ 37.94	\$ 20.68	\$ 41.36	\$ 1.71	\$ 3.42
20g cart	\$ 21.51	\$ 43.02	\$ 23.45	\$ 46.90	\$ 1.94	\$ 3.88
32g cart	\$ 23.08	\$ 46.16	\$ 25.16	\$ 50.32	\$ 2.08	\$ 4.16
64g				\$ -	\$ -	\$ -
90g cart	\$ 35.52	\$ 71.04	\$ 38.72	\$ 77.44	\$ 3.20	\$ 6.40
On call 35G	\$ 15.36	\$ 30.72	\$ 16.74	\$ 33.48	\$ 1.38	\$ 2.76
Up-drive	\$ 20.54	\$ 41.08	\$ 22.39	\$ 44.78	\$ 1.85	\$ 3.70
YC Only	\$ 9.54	\$ 19.08	\$ 10.40	\$ 20.80	\$ 0.86	\$ 1.72
CO Only	\$ 9.54	\$ 19.08	\$ 10.40	\$ 20.80	\$ 0.86	\$ 1.72
Extra YC	\$ 9.54	\$ 19.08	\$ 10.40	\$ 20.80	\$ 0.86	\$ 1.72
Extra CO	\$ 9.54	\$ 19.08	\$ 10.40	\$ 20.80	\$ 0.86	\$ 1.72
RC Only	\$ 9.54	\$ 19.08	\$ 10.40	\$ 20.80	\$ 0.86	\$ 1.72
Extra RC	\$ 9.54	\$ 19.08	\$ 10.40	\$ 20.80	\$ 0.86	\$ 1.72
Enclosure	\$ 27.31	\$ 54.62	\$ 29.77	\$ 59.54	\$ 2.46	\$ 4.92

Misc

Service	Current Rate	Proposed Rate	Proposed Total Increase
Return Trip (In Area-On Service Day)-RTN	Hourly	Hourly	Hourly
EXC-Wash Cart	\$ 27.31	\$ 29.77	\$ 2.46
Residential Container Exchange (1x year @ no charge)	\$ 24.54	\$ 26.75	\$ 2.21
Residential Extra Pick Up - per hour	\$ 204.80	\$ 223.23	\$ 18.43
LLK-Locking Cart Set Up	\$ 31.31	\$ 34.13	\$ 2.82

Special Pick Ups

Service	Current Rate	Proposed Rate	Proposed Total Increase
Dead Large Animal	\$ 136.93	\$ 149.25	\$ 12.32
Furniture	\$ 36.30	\$ 39.57	\$ 3.27
Mattress or Boxspring	\$ 31.34	\$ 34.16	\$ 2.82
Christmas Tree (up to 8ft, no tinsel/flocking)	\$ 10.90	\$ 11.88	\$ 0.98
Appliance (no freon)	\$ 32.39	\$ 35.31	\$ 2.92
Appliance (with freon)	\$ 42.83	\$ 46.68	\$ 3.85
Car Tires (no rim)	\$ 16.40	\$ 17.88	\$ 1.48
Car Tires (with rim)	\$ 24.54	\$ 26.75	\$ 2.21
Truck Tires (no rim)	\$ 35.46	\$ 38.65	\$ 3.19
Truck Tires (with rim)	\$ 50.49	\$ 55.03	\$ 4.54

Other Service Fees

Service	Current Rate
Residential Delivery	\$ 30.00
Late Fee	1.5% or \$5 min
Returned Check Fee	\$ 25.00
Service Interrupt Fee	\$ 30.00
Account Origination Fee	\$ 10.00
Commercial Container Recovery Fee	\$ 480.00
Industrial Container Recovery Fee	\$ 4,000.00
Bin Replacement	\$ 15.00
32/35g Cart Recovery/Replacement	\$ 75.00
90g, Yc Cart Recovery/Replacement	\$ 75.00
Monthly Recycle Processing Surcharge	\$ 2.00
Continuation fee (Recycle and Yard Waste Carts)	\$ 15.00

Republic Services

Current and Proposed 9% Commercial Services Rates for Harrisburg

Commercial (Manual) Service Rate

Size	Current 1/week	Proposed 1/Week	Proposed Total Difference 1/week	Current 2/week	Proposed 2/week	Proposed Total Difference 2/week	Current 3/Week	Proposed 3/Week	Proposed Total Difference 3/week	Current 4/Week	Proposed 4/Week	Proposed Total Difference 4/week	Current 5/Week	Proposed 5/Week	Proposed Total Difference 5/week
1 yd	\$ 134.66	\$ 146.78	\$ 12.12	\$ 256.00	\$ 279.05	\$ 23.05	\$ 372.61	\$ 406.14	\$ 33.53	\$ 491.63	\$ 535.88	\$ 44.25	\$ 610.91	\$ 665.89	\$ 54.98
1.5 yd	\$ 168.48	\$ 183.64	\$ 15.16	\$ 317.91	\$ 346.52	\$ 28.61	\$ 467.10	\$ 509.14	\$ 42.04	\$ 616.27	\$ 671.73	\$ 55.46	\$ 765.72	\$ 834.63	\$ 68.91
2 yd	\$ 208.40	\$ 227.16	\$ 18.76	\$ 395.07	\$ 430.63	\$ 35.56	\$ 581.61	\$ 633.95	\$ 52.34	\$ 782.68	\$ 853.12	\$ 70.44	\$ 954.58	\$ 1,040.49	\$ 85.91
3 yd	\$ 253.45	\$ 276.26	\$ 22.81	\$ 479.92	\$ 523.11	\$ 43.19	\$ 706.63	\$ 770.23	\$ 63.60	\$ 932.96	\$ 1,016.93	\$ 83.97	\$ 1,159.54	\$ 1,263.90	\$ 104.36
4 yd	\$ 320.96	\$ 349.85	\$ 28.89	\$ 611.28	\$ 666.30	\$ 55.02	\$ 901.95	\$ 983.13	\$ 81.18	\$ 1,158.46	\$ 1,262.72	\$ 104.26	\$ 1,482.59	\$ 1,616.02	\$ 133.43
6 yd	\$ 456.34	\$ 497.41	\$ 41.07	\$ 876.57	\$ 955.46	\$ 78.89	\$ 1,295.44	\$ 1,412.03	\$ 116.59	\$ 1,716.62	\$ 1,871.12	\$ 154.50	\$ 2,137.57	\$ 2,329.95	\$ 192.38

Commercial Stab

Size	Current 1/week	Proposed 1/Week	Proposed Total Difference 1/week	Current 2/week	Proposed 2/week	Proposed Total Difference 2/week	Current 3/Week	Proposed 3/Week	Proposed Total Difference 3/week	Current 4/Week	Proposed 4/Week	Proposed Total Difference 4/week	Current 5/Week	Proposed 5/Week	Proposed Total Difference 5/week
1.5 yd	\$ 155.29	\$ 169.27	\$ 13.98	\$ 293.13	\$ 319.51	\$ 26.38	\$ 430.72	\$ 469.48	\$ 38.76	\$ 568.53	\$ 619.70	\$ 51.17	\$ 706.02	\$ 769.56	\$ 63.54
2 yd	\$ 192.42	\$ 209.74	\$ 17.32	\$ 364.42	\$ 397.22	\$ 32.80	\$ 536.31	\$ 585.58	\$ 49.27	\$ 708.46	\$ 772.22	\$ 63.76	\$ 880.47	\$ 959.71	\$ 79.24
3 yd	\$ 233.80	\$ 254.84	\$ 21.04	\$ 442.68	\$ 482.52	\$ 39.84	\$ 651.43	\$ 710.06	\$ 58.63	\$ 860.45	\$ 937.89	\$ 77.44	\$ 1,069.21	\$ 1,165.44	\$ 96.23
4 yd	\$ 295.82	\$ 322.44	\$ 26.62	\$ 563.79	\$ 614.53	\$ 50.74	\$ 831.76	\$ 906.62	\$ 74.86	\$ 1,068.35	\$ 1,164.50	\$ 96.15	\$ 1,367.45	\$ 1,490.52	\$ 123.07
6 yd	\$ 383.70	\$ 418.24	\$ 34.54	\$ 731.41	\$ 797.24	\$ 65.83	\$ 1,079.10	\$ 1,176.22	\$ 97.12	\$ 1,426.93	\$ 1,555.35	\$ 128.42	\$ 1,774.48	\$ 1,934.18	\$ 159.70

Commercial Compactors

Size	Current 1/week	Proposed 1/Week	Proposed Total Difference 1/week	Current 2/week	Proposed 2/week	Proposed Total Difference 2/week	Current 3/Week	Proposed 3/Week	Proposed Total Difference 3/week	Current 4/Week	Proposed 4/Week	Proposed Total Difference 4/week	Current 5/Week	Proposed 5/Week	Proposed Total Difference 5/week	Current EXT	Proposed EXT	Proposed Total Difference EXT
2 yd	\$ 416.80	\$ 454.31	\$ 37.51	\$ 790.13	\$ 861.24	\$ 71.11	\$ 1,163.21	\$ 1,267.90	\$ 104.69	\$ 1,565.36	\$ 1,706.24	\$ 140.88	\$ 1,909.14	\$ 2,080.96	\$ 171.82	\$ 114.49	\$ 124.79	\$ 10.30
3 yd	\$ 506.90	\$ 552.52	\$ 45.62	\$ 959.82	\$ 1,046.20	\$ 86.38	\$ 1,413.25	\$ 1,540.44	\$ 127.19	\$ 1,865.94	\$ 2,033.87	\$ 167.93	\$ 2,319.13	\$ 2,527.85	\$ 208.72	\$ 142.56	\$ 155.39	\$ 12.83
4 yd	\$ 641.82	\$ 699.69	\$ 57.87	\$ 1,222.56	\$ 1,332.59	\$ 110.03	\$ 1,803.92	\$ 1,966.27	\$ 162.35	\$ 2,316.91	\$ 2,525.43	\$ 208.52	\$ 2,965.18	\$ 3,232.05	\$ 266.87	\$ 178.37	\$ 194.42	\$ 16.05
6yd	\$ 912.71	\$ 994.00	\$ 81.29	\$ 1,753.13	\$ 1,910.91	\$ 157.78	\$ 2,590.88	\$ 2,824.06	\$ 233.18	\$ 3,433.26	\$ 3,742.25	\$ 308.99	\$ 4,275.16	\$ 4,659.92	\$ 384.76	\$ 256.02	\$ 279.06	\$ 23.04

Commercial On Call Containers/EXT Rates

Size	Dump Fee	Proposed Dump Fee	Proposed Total Difference	Current Rent	Proposed Rent	Proposed Total Rent Difference
1 yd	\$ 40.66	\$ 44.32	\$ 3.66	\$ 31.75	\$ 34.61	\$ 2.86
1.5 yd	\$ 47.49	\$ 51.76	\$ 4.27	\$ 34.67	\$ 37.79	\$ 3.12
2 yd	\$ 57.26	\$ 62.41	\$ 5.15	\$ 37.72	\$ 41.11	\$ 3.39
3 yd	\$ 71.30	\$ 77.72	\$ 6.42	\$ 40.66	\$ 44.32	\$ 3.66
4 yd	\$ 89.25	\$ 97.28	\$ 8.03	\$ 43.70	\$ 47.63	\$ 3.93
6 yd	\$ 128.06	\$ 139.59	\$ 11.53	\$ 46.88	\$ 51.10	\$ 4.22

Commercial Food waste

Service	Current Rate	Proposed Rate	Proposed Total Difference
90g Emptied Weekly	\$ 62.63	\$ 68.27	\$ 5.64
Each Extra Cart	\$ 10.18	\$ 11.10	\$ 0.92

Commercial Comingle Recycling

Service	Current Rate	Proposed Rate	Proposed Total Difference
Commercial Recycling	\$ 2.00	\$ 2.00	\$ 0.00

Temporary Containers

Size	Current Dump Fee	Proposed Dump Fee	Proposed Total Increase	Current Max Rent	Proposed Max Rent	Proposed Total Max Rent Increase	Current Daily Rate After 1 Week	Proposed Daily Rate After 1 Week	Proposed Total Daily Rate After 1 Week Increase
3 yd	\$ 107.85	\$ 117.56	\$ 9.71	\$ 40.71	\$ 44.37	\$ 3.66	\$ 4.14	\$ 4.51	\$ 0.37

Commercial Yard Debris

Service	Current Rate	Proposed Rate	Proposed Total Difference
90g with Trash	\$ -	\$ -	\$ -
Extra Cart	\$ 9.54	\$ 10.40	\$ 0.86

Commercial Yard Debris

Service	Current Rate	Proposed Rate	Proposed Total Difference
90g with Trash	\$ -	\$ -	\$ -
Extra Cart	\$ 9.54	\$ 10.40	\$ 0.86

Supplemental Service and

Service	Current Rate	Proposed Rate	Proposed Total Rate Increase
Commercial Delivery	\$ 30.00	\$ 30.00	\$ -
Commercial Exchange-EXC	\$ 50.49	\$ 55.03	\$ 4.54
Commercial Dry-Run-DRY	\$ 68.25	\$ 41.69	\$ (26.56)
Commercial Extra Yardage	\$ 27.31	\$ 29.77	\$ 2.46
Commercial Relocate	NA	NA	NA
Commercial Removal	NA	NA	NA
Container Over Weight (per 500lbs)	\$ 20.54	\$ 22.39	\$ 1.85
Container Off-Route Pick Up, In Area (30 minutes)	\$ 68.27	\$ 74.41	\$ 6.14
Container Off-Route Pick Up, Out of Area (90 minutes)	\$ 204.80	\$ 223.23	\$ 18.43
Lock and Key	\$ 28.70	\$ 31.28	\$ 2.58
Locking Container Set Up	\$ 68.37	\$ 74.52	\$ 6.15

Commercial Yard Debris

Service	Current Rate	Proposed Rate	Proposed Total Difference
90g with Trash	\$ -	\$ -	\$ -
Extra Cart	\$ 9.54	\$ 10.40	\$ 0.86

Republic Services

Current and Proposed 9% Monthly Industrial Services Rates for Harrisburg

Industrial Rate Boxes

Service	Current Rate	Proposed Rate	Proposed Total Increase
Prepayment 10-30 yd	\$ 350.00	\$ 350.00	\$ -
Prepayment 40 yd	\$ 400.00	\$ 400.00	\$ -
10 yd Haul	\$ 293.66	\$ 320.09	\$ 26.43
20 yd Haul	\$ 293.66	\$ 320.09	\$ 26.43
30 yd Haul	\$ 308.54	\$ 336.31	\$ 27.77
40 yd Haul	\$ 323.55	\$ 352.67	\$ 29.12
15 yd Compactor Haul	\$ 338.57	\$ 369.04	\$ 30.47
20 yd Compactor Haul	\$ 338.57	\$ 369.04	\$ 30.47
30 yd Compactor Haul	\$ 383.67	\$ 418.20	\$ 34.53
40 yd Compactor Haul	\$ 383.67	\$ 418.20	\$ 34.53
Asbestos Haul	\$ 120.30	\$ 136.58	\$ 16.28

Security Box

Service	Current Rate	Proposed Rate	Proposed Total Increase
Rent	\$ 120.00	\$ 120.00	\$ -
Delivery Per Hour - 1hr Min	\$ 75.00	\$ 75.00	\$ -
Compactor Cleaning	Per Hour		

Supplemental Service and Miscellaneous Fees

Service	Current Rate	Proposed Rate	Proposed Total Rate Increase
Industrial Delivery	\$ 57.36	\$ 62.52	\$ 5.16
Industrial Exchange	HOURLY		
Industrial Dry Run	\$ 57.20	\$ 62.35	\$ 5.15
Industrial Relocate	\$ 57.36	\$ 62.52	\$ 5.16
Industrial Removal	\$ 57.20	\$ 62.35	\$ 5.15

Disposal Pass Through

Service	Current Rate	Proposed Rate	Proposed Total Increase
Trash - Per Ton	\$ 50.00	\$ 52.50	\$ 2.50
YW/Wood - Per Ton	\$ 52.50	\$ 55.00	\$ 2.50
Environmental Fee Per Haul	\$ 18.00	\$ 19.71	\$ 1.71
SheetRock Disposal Per Ton	SAME AS TRASH		
Metal	NONE		
Concrete	\$ 75.00	\$ 80.00	\$ 5.00

Rent

Service	Current Rate	Proposed Rate	Proposed Total Increase
Temp Rent Per Day	Prorated Per Day		
Temp Industrial Rent Per Month	\$ 355.58	\$ 387.58	\$ 32.00
Perm Industrial Rent Per Month	\$ 132.40	\$ 144.32	\$ 11.92
Perm Industrial Rent Per Month 10yd RE (lidded)	\$ 154.32	\$ 168.21	\$ 13.89
Perm Industrial Rent Per Month 20yd RE (lidded)	\$ 154.32	\$ 168.21	\$ 13.89
Perm Industrial Rent Per Month 30yd RE (lidded)	\$ 154.32	\$ 168.21	\$ 13.89
Perm Industrial Rent Per Month 40yd RE (lidded)	\$ 161.00	\$ 175.49	\$ 14.49
Perm Industrial Rent Per Month 10yd RE (lidded) not crank	\$ 185.63	\$ 202.34	\$ 16.71
Perm Industrial Rent Per Month 20yd RE (lidded) not crank	\$ 185.63	\$ 202.34	\$ 16.71
Perm Industrial Rent Per Month 30yd RE (lidded) not crank	\$ 185.63	\$ 202.34	\$ 16.71
Perm Industrial Rent Per Month 40yd RE (lidded) not crank	\$ 192.53	\$ 209.86	\$ 17.33



October 10, 2022

Mayor Bobby Duncan
Members of the Harrisburg City Council
City of Harrisburg Staff

This report provides information necessary to calculate the annual Refuse Rate Index (RRI) effective January 1, 2023. As stated in the Rate Modification and Rate Adjustment Statement this calculation is based on the Consumer Price Index, fuel cost and disposal costs. Based on these factors, the calculated adjustment for January 1, 2023, *would* be as shown below:

Republic Services - City of Harrisburg RRI

	Index: June 30, 2021	Index: June 30, 2022	% Change	Weight	Refuse Index
CPI - West Size Class B/C All Urban Consumers	164.471	178.521	8.5%	65%	5.6%
CPI - West Coast Ultra Low Sulfur Diesel	3.839	6.48	68.8%	10%	6.9%
Coffin Butte Disposal Rate (4.0% cap)	\$ 49.00	\$ 52.50	4.0%	25%	1.0%
				Rate Adjustment %	13.4%
					100.0%
				Adjustment Factor	113.4%

We have all struggled with an uncertain economy. Among the most impactful to our industry has been the volatility and high price of fuels. We weathered 2022 and have seen fuel pricing and now begin to climb again. With that in mind and even though the proposed calculated adjustment is much higher, we are adjusting the RRI to reflect our best estimate of fuel pricing for 2023. **The rate adjustment we are requesting is 9%.** (\$2.46 per residential customer)

In addition to rate adjustments, we want to provide updates on several issues that we reported on in 2021.

Driver Shortage

- In 2021 we reported to you that there was a shortage of drivers in the workforce.
- While there is still a driver shortage nationwide, we are pleased to report that we are nearly fully staffed and provide better than living wage jobs for more than 60 people in the Albany division.

On a Sustainability Note:

During the 2021 Legislative session, the Plastic Pollution and Recycling Modernization Act (Senate Bill 582) was passed and signed into law. The program changes, including extended producer responsibility, truth in labeling and a statewide list of materials that can be recycled at the curb for all communities will begin in July 2025. Republic Services has actively participated with the Oregon DEQ committees to stay informed as this law moves toward action. It will impact cities, but you can be assured that Republic Services will partner with the City of Harrisburg to implement future changes.

Republic Services is also working on an innovative solution to create plastics circularity with a facility being built in Las Vegas, NV. The Polymer Center is the first of its kind in the industry and will use an integrated process to take recycled plastics from the curb to delivery of high-quality recycled content for consumer packaging to domestic markets. When complete in 2023, the Polymer Center will accept material from western states.

We appreciate your comments and suggestions as you review this document. Feel free to contact us with questions or to receive a digital copy of the Republic Services 2021 Sustainability Report.

Best Regards,
Julie Jackson



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RS of Albany

Rate Effective 1/1/22

Resi		
All		
Service	Monthly	Bi-Monthly
1 Can	\$26.76	\$53.52
Add can	\$18.97	
20g cart	\$21.51	\$43.02
32g cart	\$23.08	\$46.16
64g cart	NA	
90g cart	\$35.52	\$71.04
On call 35G	\$15.36	
Up-drive	\$20.54	\$41.08
YC Only	\$9.54	\$19.08
CO Only	\$9.54	\$19.08
Extra YC	\$9.54	\$19.08
Extra CO	\$9.54	\$19.08
RC Only	\$9.54	\$19.08
Extra RC	\$9.54	\$19.08
Enclosure	\$27.31	\$54.62
Misc		
Return Trip (In Area-On Service Day)-RTN	HOURLY	
EXC-Wash Cart		\$27.31
Residential Container Exchange (1x year @ no charge)		\$24.54
Residential Extra Pick Up - EXR HOURLY-90 MIN		\$204.80
LLK-Locking Cart Set Up		\$31.31

Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
IF LEBANON - Wed ONLY	
Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
BU1-Dead Large Animal	\$136.93
FUR-Furniture	\$36.30
MAT-Mattress or boxspring	\$31.34
TRE-Christmas Trees (up to 8 ft and no tinsel)	\$10.90
Special Pick Ups - Delivery Rt - Serv Day	
APP-Appliance Without Freon	\$32.39
APN-Appliance With Freon	\$42.83
TIR-Tires	\$16.40
BU2-Tires with rim	\$24.54
BU3-Truck Tires	\$35.46
BU4-Truck Tires with rim	\$50.49
Misc	
EXB-Extra 32 gal can/bag/box/heavy	\$10.90
Extra loose garbage per yard-EXY	\$27.31
Time per minute to p/u loose garbage-MIN	\$1.76
LLK-Locking Cart Set Up	\$31.31
Container Repair 3rd Party Labor Rate	\$91.56
Truck Time-HRS	\$136.53
Labor Charges Per Hour	\$105.60

Supplemental Service Fees	
Commercial Delivery	\$30.00
Commercial Exchange-EXC	\$50.49
Commercial Dry Run-DRY	\$68.25
Commercial Extra Lift-EXT	See EXT Rates
Commercial Extra Yardage-EXY	\$27.31
Commercial Relocate-REL	NA
Commercial Removal	NA
Industrial Delivery	\$57.36
Industrial Exchange-EXC	HOURLY
Industrial Dry Run-DRY	\$57.20
Industrial Relocate-REL	\$57.36
Industrial Removal	\$57.20
Residential Delivery	\$30.00
Residential Removal (delinquent / per cart)	NA
Fees	
Late Fee	1.5% or 5.00 Min
Returned Check Fee	\$25.00
Service Interrupt Fee	\$30.00
Account Origination Fee	\$10.00
Commercial Container Recovery Fee	\$480.00
Industrial Container Recovery Fee	\$4,000.00
Bin Replacement	\$15.00
32/35g Cart Recovery/Replacement	\$75.00
65G/RC Cart Recovery/Replacement	\$75.00
90g Yc Cart Recovery/Replacement	\$75.00
Monthly Recycle Processing Surcharge	\$2.00
Continuation fee (Recycle and Yard Waste Carts)	\$15.00

Temp		
Size	Dump Fee	Max Rent
3yd	\$107.85	\$40.71
Rent- 1st week free		
After One Week	\$4.14	Per Day
Temp Delivery Schd		
FR 1 - LINN CO	T/F	
FR 2/3/4 - SE/NE ALBANY	MH	
FR 2/3/4 - SW/NW ALBANY	T/F	
FR 5 - Lebanon	W/F	
FR 6/7 - Linn Co	T/F	
FR 6 - Harrisburg	W	
FR 9 - Harrisburg	W	
FR 11 - NOT AVAILABLE	NA	
FR 12 - Scio	T	
Size	Dump Fee	Max Rent
300g YW	NA	NA
Must Stay At Curb		
MISC:	XCS-Container Over Weight Charge per 500 lbs	\$20.54

Commercial Stab						
Size	1/week	2/week	3/week	4/week	5/week	
1.5 yd	\$155.29	\$293.13	\$430.72	\$568.53	\$706.02	
2 yd	\$192.42	\$364.42	\$536.31	\$708.46	\$880.47	
3 yd	\$233.80	\$442.68	\$651.43	\$860.45	\$1,069.21	
4 yd	\$295.82	\$563.79	\$831.76	\$1,068.35	\$1,367.45	
6 yd	\$383.71	\$731.41	\$1,079.10	\$1,426.93	\$1,774.48	
8 yd	NA	NA	NA	NA	NA	
Commercial Manual						
Size	Bi/Wk	1/week	2/week	3/week	4/week	5/week
1 yd	NA	\$134.66	\$256.01	\$372.61	\$491.63	\$610.91
1.5 yd	NA	\$168.48	\$317.91	\$467.10	\$616.27	\$765.72
2 yd	NA	\$208.40	\$395.07	\$581.61	\$782.68	\$954.58
3 yd	NA	\$253.45	\$479.92	\$706.63	\$932.96	\$1,159.54
4 yd	NA	\$320.96	\$611.28	\$901.95	\$1,158.46	\$1,482.59
5 yd	NA	NA	NA	NA	NA	NA
6 yd	NA	\$456.34	\$876.57	\$1,295.44	\$1,716.62	\$2,137.57
8 yd	NA	NA	NA	NA	NA	NA

Commercial Compactors						
Size	1/week	2/week	3/week	4/week	5/week	EXT
2 yd	\$416.80	\$790.13	\$1,163.21	\$1,565.36	\$1,909.14	\$114.49
3 yd	\$506.90	\$959.82	\$1,413.25	\$1,865.94	\$2,319.13	\$142.56
4 yd	\$641.92	\$1,222.56	\$1,803.92	\$2,316.91	\$2,965.18	\$178.37
5 yd	NA	NA	NA	NA	NA	NA
6 yd	\$912.71	\$1,753.13	\$2,590.88	\$3,433.26	\$4,275.16	\$256.02
8 yd	NA	NA	NA	NA	NA	NA

Commercial On Call Containers/EXT Rates		
Size	Dump Fee	Rent
1 yd	\$40.66	\$31.75
1.5 yd	\$47.49	\$34.67
2 yd	\$57.26	\$37.72
3 yd	\$71.30	\$40.66
4 yd	\$89.25	\$43.70
6 yd	\$128.06	\$46.88
8 yd	NA	NA

Commercial Food Waste	
90g Emptied Weekly	\$62.63
Each Additional Cart	\$10.18
Commercial Yard Debris	
90g with Trash	\$0.00
Extra YC	\$9.54
Commercial Comingled Recycle	
Commercial Recycling	\$2.00

EP1-Container Off Route Pick Up In area - 30 min	\$68.27	EP2-Container Off Route Pick Up - Out of Area 90 min	\$204.80	LOC-Lock & Key	\$28.70
				LLK-Locking Container Set Up	\$68.37

Industrial	
Prepayment 10-30yd	\$350.00
Prepayment 40yd	\$400.00
10yd Haul	\$293.66
20yd Haul	\$293.66
30yd Haul	\$308.54
40yd Haul	\$323.55
15yd Compactor Haul	\$338.57
20yd Compactor Haul	\$338.57
30yd Compactor Haul	\$383.67
40yd Compactor Haul	\$383.67
Asbestos Haul	\$125.30

Rent	
Temp Rent Per Day	Prorated Per Day
Temp Industrial Rent Per Month	\$355.58
Perm Industrial Rent Per Month	\$132.40
Perm Industrial Rent Per Month 10yd RE (lidded)	\$154.32
Perm Industrial Rent Per Month 20yd RE (lidded)	\$154.32
Perm Industrial Rent Per Month 30yd RE (lidded)	\$154.32
Perm Industrial Rent Per Month 40yd RE (lidded)	\$161.00
Perm Industrial Rent Per Month 10yd RE (lidded) not crank	\$185.63
Perm Industrial Rent Per Month 20yd RE (lidded) not crank	\$185.63
Perm Industrial Rent Per Month 30yd RE (lidded) not crank	\$185.63
Perm Industrial Rent Per Month 40yd RE (lidded) not crank	\$192.53

Disposal *Pass Through	
Trash - Per Ton	\$50.00
YW/Wood - Per Ton	\$52.50
Environmental Fee Per Haul	\$18.00
Sheet/Rock Disposal Per Ton	SAME AS TRASH
Metal	None
Concrete	\$75.00

Security Box	
Rent	\$120.00
Delivery/Per Hour - One Hour Min	\$75.00

Compactor - Cleaning	Per Hour
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Ind PI% 5.90%

RS of Albany

Rate Effective 1/1/23

Resi		
All		
Service	Monthly	Bi-Monthly
1 Can	\$29.17	\$58.34
Add can	\$20.68	
20g cart	\$23.45	\$46.90
32g cart	\$25.16	\$50.32
64g cart	NA	
90g cart	\$38.72	\$77.44
On call 35G	\$16.74	
Up-drive	\$22.39	\$44.78
YC Only	\$10.40	\$20.80
CO Only	\$10.40	\$20.80
Extra YC	\$10.40	\$20.80
Extra CO	\$10.40	\$20.80
RC Only	\$10.40	\$20.80
Extra RC	\$10.40	\$20.80
Enclosure	\$29.77	\$59.54
Misc		
Return Trip (In Area-On Service Day)-RTN		HOURLY
EXC-Wash Cart	\$29.77	
Residential Container Exchange (1x year @ no charge)	\$26.75	
Residential Extra Pick Up - EXR HOURLY-90 MIN	\$223.23	
LLK-Locking Cart Set Up	\$34.13	

Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
IF LEBANON - Wed ONLY	
Special Pick Ups - IF ALBANY - ServDay (Not Tues)	
BU1-Dead Large Animal	\$149.25
FUR-Furniture	\$39.57
MAT-Mattress or boxspring	\$34.16
TRE-Christmas Trees (up to 8 ft and no tinsel)	\$11.88
Special Pick Ups - Delivery Rt - Serv Day	
APP-Appliance Without Freon	\$35.31
APN-Appliance With Freon	\$46.68
TIR-Tires	\$17.88
BU2-Tires with rim	\$26.75
BU3-Truck Tires	\$38.65
BU4-Truck Tires with rim	\$55.03
Misc	
EXB-Extra 32 gal can/bag/box/heavy	\$11.88
Extra loose garbage per yard-EXY	\$29.77
Time per minute to p/u loose garbage-MIN	\$1.92
LLK-Locking Cart Set Up	\$34.13
Container Repair 3rd Party Labor Rate	\$99.80
Truck Time-HRS	\$148.82
Labor Charges Per Hour	\$115.20

Supplemental Service Fees	
Commercial Delivery	\$30.00
Commercial Exchange-EXC	\$55.03
Commercial Dry Run-DRY	\$41.69
Commercial Extra Lift-EXT	See EXT Rates
Commercial Extra Yardage-EXY	\$29.77
Commercial Relocate-REL	NA
Commercial Removal	NA
Industrial Delivery	\$62.52
Industrial Exchange-EXC	HOURLY
Industrial Dry Run-DRY	\$62.35
Industrial Relocate-REL	\$62.52
Industrial Removal	\$62.35
Residential Delivery	\$30.00
Residential Removal (delinquent / per cart)	NA
Fees	
Late Fee	1.5% or 5.00 Min
Returned Check Fee	\$25.00
Service Interrupt Fee	\$30.00
Account Origination Fee	\$10.00
Commercial Container Recovery Fee	\$480.00
Industrial Container Recovery Fee	\$4,000.00
Bin Replacement	\$15.00
32/35g Cart Recovery/Replacement	\$75.00
65G/RC Cart Recovery/Replacement	\$75.00
90g Yc Cart Recovery/Replacement	\$75.00
Monthly Recycle Processing Surcharge	\$2.00
Continuation fee (Recycle and Yard Waste Carts)	\$15.00

Size	Temp	Dump Fee	Max Rent
3yd		\$117.56	\$44.37
Rent: 1st week free			
After One Week		\$4.51	Per Day
Temp Delivery Schedules			
FR 1 - LINN CO		M/W/F	
Albany		M -F	
FR 3 - Albany		W	
FR 5 - Lebanon		M - F	
FR 6/7 - Linn Co		M/W/F	
FR 6 - Harrisburg		W	
FR 9 - Harrisburg		W	
FR 11 - NOT AVAILABLE		NA	
FR 12 - Scioto		M/W/F	
Size	Dump Fee	Max Rent	
300g YW	NA	NA	
Must Stay At Curb			
MISC:	XCS-Container Over Weight Charge per 500 lbs	\$22.39	

Commercial Stab					
Size	1/week	2/week	3/week	4/week	5/week
1.5 yd	\$169.27	\$319.51	\$469.48	\$619.70	\$769.56
2 yd	\$209.74	\$397.22	\$584.58	\$772.22	\$959.71
3 yd	\$254.84	\$482.52	\$710.06	\$937.89	\$1,165.44
4 yd	\$322.44	\$614.53	\$906.62	\$1,164.50	\$1,490.52
6 yd	\$418.24	\$797.24	\$1,176.22	\$1,555.35	\$1,934.18
8 yd	NA	NA	NA	NA	NA

Commercial Compactors						
Size	1/week	2/week	3/week	4/week	5/week	EXT
2 yd	\$454.31	\$861.24	\$1,267.90	\$1,706.24	\$2,080.96	\$124.79
3 yd	\$552.52	\$1,046.20	\$1,540.44	\$2,033.87	\$2,527.85	\$155.39
4 yd	\$699.69	\$1,332.59	\$1,966.27	\$2,525.43	\$3,232.05	\$194.42
5 yd	NA	NA	NA	NA	NA	NA
6 yd	\$994.85	\$1,910.91	\$2,824.06	\$3,742.25	\$4,659.92	\$279.06
8 yd	NA	NA	NA	NA	NA	NA

Commercial Manual						
Size	Bi/Wk	1/week	2/week	3/week	4/week	5/week
1 yd	NA	\$146.78	\$279.05	\$406.14	\$535.88	\$665.89
1.5 yd	NA	\$183.64	\$346.52	\$509.14	\$671.73	\$834.63
2 yd	NA	\$227.16	\$430.63	\$633.95	\$853.12	\$1,040.49
3 yd	NA	\$276.26	\$523.11	\$770.23	\$1,016.93	\$1,263.90
4 yd	NA	\$349.85	\$666.30	\$983.13	\$1,262.72	\$1,616.02
5 yd	NA	NA	NA	NA	NA	NA
6 yd	NA	\$497.41	\$955.46	\$1,412.03	\$1,871.12	\$2,329.95
8 yd	NA	NA	NA	NA	NA	NA

Commercial On Call Containers/EXT Rates		
Size	Dump Fee	Rent
1 yd	\$44.32	\$34.61
1.5 yd	\$51.76	\$37.79
2 yd	\$62.41	\$41.11
3 yd	\$77.72	\$44.32
4 yd	\$97.28	\$47.63
6 yd	\$139.59	\$51.10
8 yd	NA	NA

Commercial Food Waste	
90g Emptied Weekly	\$68.27
Each Additional Cart	\$11.10
Commercial Yard Debris	
90g with Trash	\$0.00
Extra YC	\$10.40
Commercial Comingled Recycle	
Commercial Recycling	\$2.00

EP1-Container Off Route Pick Up In area - 30 min	\$74.41	EP2-Container Off Route Pick Up - Out of Area 90 min	\$223.23	LOC-Lock & Key	\$31.28
				LLK-Locking Container Set Up	\$74.52

Industrial	
Prepayment 10-30yd	\$350.00
Prepayment 40yd	\$400.00
10yd Haul	\$320.09
20yd Haul	\$320.09
30yd Haul	\$336.31
40yd Haul	\$352.67
15yd Compactor Haul	\$369.04
20yd Compactor Haul	\$369.04
30yd Compactor Haul	\$418.20
40yd Compactor Haul	\$418.20
Asbestos Haul	\$136.58

Rent	
Temp Rent Per Day	Prioritized Per Day
Temp Industrial Rent Per Month	\$387.58
Perm Industrial Rent Per Month	\$144.32
Perm Industrial Rent Per Month 10yd RE (lidded)	\$168.21
Perm Industrial Rent Per Month 20yd RE (lidded)	\$168.21
Perm Industrial Rent Per Month 30yd RE (lidded)	\$168.21
Perm Industrial Rent Per Month 40yd RE (lidded)	\$175.49
Perm Industrial Rent Per Month 10yd RE (lidded) not crank	\$202.34
Perm Industrial Rent Per Month 20yd RE (lidded) not crank	\$202.34
Perm Industrial Rent Per Month 30yd RE (lidded) not crank	\$202.34
Perm Industrial Rent Per Month 40yd RE (lidded) not crank	\$209.86

Disposal *Pass Through	
Trash - Per Ton	\$52.50
YW/Wood - Per Ton	\$55.00
Environmental Fee Per Haul	\$19.71
Sheet/Rock Disposal Per Ton	SAME AS TRASH
Metal	None
Concrete	\$80.00

Security Box	
Rent	\$120.00
Delivery/Per Hour - One Hour Min	\$75.00

Compactor - Cleaning	Per Hour
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Ind P% 9.00%

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF A PROPOSAL TO MODIFY THE CURRENT SOLID WASTE FRANCHISE RATE FOR REPUBLIC SERVICES, TO REFLECT A 9% INCREASE TO CURRENT RATES, BASED ON THE RATE REFUSE INDEX

STAFF REPORT:

- Exhibit A: Ordinance No. 879
- Exhibit B: Rate Comparison Worksheet
- Exhibit C: Packet from Republic Services
- Exhibit D: Proposed Resolution Draft – Resolution No. 1273

ACTION: TBD – MOTION TO APPROVE RESOLUTION NO. 1273 AND THEREBY ALLOWING A 9% INCREASE TO THE SOLID WASTE FRANCHISE RATE FOR REPUBLIC SERVICES

THIS AGENDA BILL IS DESTINED FOR: Agenda – December 13, 2022

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

STAFF RECOMMENDATION:
Staff recommends the City Council determine if the information provided in the report and at the meeting warrants a 9% increase to the Solid Waste Franchise Rate

BACKGROUND INFORMATION:

Republic Services sends information to the City on an annual basis when they anticipate a rate increase in the following calendar year. Since 2017, the rates have increased a total of 5 times, with this year being the 6th request. There were no increases suggested in 2020. Solid waste services are one of the few franchises in which the City Council gets to review and participate in a decision to allow rate increases. Ordinance No. 879 (**Exhibit A**), approved in 2009, is the current ordinance governing solid waste services in Harrisburg. The term for this franchise agreement is a rolling five-year term, unless the City notifies the franchise otherwise based on the terms in the agreement.

Over the last several years, City Council has always asked for additional information to be provided in support of any rate increase requests. Republic Services was asked to provide the rate comparison figures for the 2022 services year which are attached as **Exhibit B**, while the packet (**Exhibit C**) supplied has the regular report supplied to the Council, with proposed rates based on a formula that Republic Services identifies as the annual Refuse Rate Index (RRI). The formula includes the rate as provided in the CPI

(Consumer Price Index), along with the CPI rate for low sulfur diesel, and the rate charged by the Coffin Butte Disposal. This year, that rate shows a 13.4% increase; Republic Services are therefore requesting a 9% increase for the Harrisburg citizen. (See Page 1 of **Exhibit C**). A 9% increase represents an average increase of \$2.46 per month, or \$29.52 annually, per residential account.

As seen in the table below, 9% is the highest rate increase that has been proposed by Republic Services, since 2017. Between 2009 and 2017, most of the increases were smaller, and there were several years in which no increases were charged to consumers. CPI-W, which is the CPI that the City used for rate increases before the pandemic, (limited to 13 western states) is averaged at 8.27% for ten months in 2022, with a 8.1% increase over the last 12 months. Gas and diesel show a high percentage of increase in the CPI, which is reflected in the RRI table with a 68.8% change from 2021. As the City Council is highly aware of, this has been another unprecedented year for fluctuations in prices for supply markets, with shortages in relation to labor. Republic Services reports that they are nearly fully staffed, with their driver’s being provided with better than living wage jobs.

Year of Increase	% of Increase	Description
2017	3.5%	Refuse Rate Index – Resolution No. 1171
2018 (1)	\$2 per month	Recycling Changes – Resolution No. 1187 (May)
2018 (2)	5.7%	Refuse Rate Index – Resolution No. 1205 (Dec)
2019	2.4%	Refuse Rate Index – Resolution No 1222
2021	5.9%	Refuse Rate index – Resolution No. 1262
Current Request	9% = Avg. \$2.46 per res. Customer	Refuse Rate Index -

According to the Franchise Agreement, in section 20, it notes that the City may approve the rates if they are not unreasonable and are not substantially higher than those charged generally under similar service requirements and for the same and similar quality of service. The City may establish a different rate schedule. In considering rate adjustments, the City must find the rates to be fair, just, reasonable, and sufficient to provide proper service to the public and will take into consideration the cost of doing business by the Franchisee, the ability of the customer to pay such rates and the rates charged by a similar business. There is a specific list of items the Council should consider when determining the customer rate:

- 1. The cost of performing the service provided by the Franchisee.**
- 2. The anticipated increase or decrease in the cost of providing this service.**
- 3. The need for equipment replacement and the need for additional equipment to meet the service needs, or technological changes.**
- 4. Compliance with federal, state, or local laws or regulations.**
- 5. The Franchisee’s investment, the value of the business and the necessity that the Franchisee have a reasonable operating margin and rate of return on revenue.**

- 6. **The public interest in assuring reasonable rates to enable the Franchisee to provide efficient and beneficial service to the residents and other users of the service.**
- 7. **The local wage scales, cost of management, facilities, and disposal fees and charges.**
- 8. **Any profit or cost savings resulting from recycling and resource recovery, and any additional costs resulting from recycling and resource recovery.**
- 9. **Any increase or decrease in the franchise fee charged by the City.**
- 10. **Rates in other cities for similar service.**
- 11. **Any other information deemed necessary for a rate review and adjustment.**

Staff has asked Republic Services to provide the City Council with a rate table (Exhibit B), similar to the one used in 2021, which compares the rates between different cities and counties who are served by Republic Services. City Staff also obtain the rates charged in Junction City, Sweet Home and Brownsville. Junction City has their own services, while Sweet Home and Brownsville have private companies providing these services.

The City Council could ask for additional information to be provided, which would then be supplied by the next City Council meeting. Otherwise, if the City Council should determine that they feel the rates are acceptable as proposed (or modified), they can adopt the draft of the resolution provided with this report. Rates will be in effect as of January 1st, which will reflect in the February billing.

Republic Services does provide community services to the City of Harrisburg, in addition to being our solid waste franchise provider. This is in the form of monetary funds for the summer sounds concerts, as well as providing a recycle roundup day prior to the 4th of July. The City notes that in the past, Republic Services allowed garbage to be dropped off, in addition to recycling in the month of June. This would be a great service to citizens, especially those who have received notices from the City to clean up the areas around their homes. Staff hopes to work with them to provide this type of service.

If the City Council decides to approve Resolution No. 1273 (**Exhibit D**), then the motion should include the title of that Resolution: *Motion to Approve Resolution No. 1273, "A RESOLUTION APPROVING A 9% RATE INCREASE FOR SOLID WASTE MANAGEMENT SERVICES PROVIDED BY REPUBLIC SERVICES AND ESTABLISHING AN EFFECTIVE DATE."*

REVIEW AND APPROVAL:



12.06.22

Michele Eldridge Date
City Administrator

From: [Will P](#)
To: [Michele Eldridge](#); [Lori Ross](#)
Subject: Letter in opposition to Republic Services 9% increase to service rates
Date: Friday, December 30, 2022 7:15:44 PM

Mr Mayor and City Councilors:

I am writing to you today to voice my opposition to Republic Services being allowed to raise the rates for their service. It is my opinion that Republic does not deserve to increase the rates we pay. They have indicated the rate hike is in part due to the volatility of fuel prices. That is not a valid reason. Forcing the customer base to pay for a potential increase in fuel costs when we have no other option is not acceptable. We all have to deal with the volatility in the fuel market. That's just the reality we live in.

Additionally, Republic has displayed either a lack of caring or outright negligence with regards to their collection practices.

On many occasions the drivers have spilled garbage on the sidewalks and roads in our neighborhood. That wouldn't be an issue if they had bothered to pick it up which they don't. They have also knocked down the collection cans also without bothering to pick them up. They have on at least one occasion refused to pickup garbage and recycling cans due to vehicles being legally parked. The reason was that it was difficult to turn their trucks around. 3 of the 5 residents in our cul-de-sac own RVs that are longer than the trucks Republic uses and all of us are able to turn our RVs around without difficulty.

It should be noted that one of our neighbors pays an additional fee so that they don't have to take the cans to the curb. During the time Republic refused to pickup all other cans they still drove into the cul-de-sac to pick up that one.

Ideally, I would like to see the City of Harrisburg look into a different service provider that is more customer and community centric to serve the citizens of Harrisburg.

With all respect,

William Percell

ORDINANCE NO. 879

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF HARRISBURG, OREGON, GRANTING AN EXCLUSIVE SOLID WASTE MANAGEMENT FRANCHISE TO ALLIED WASTE SERVICES OF ALBANY-LEBANON, FIXING TERMS AND CONDITIONS OF THE FRANCHISE, AND REPEALING ORDINANCE NO. 625 AND ANY SUBSEQUENT ORDINANCES AMENDING ORDINANCE NO. 625.

THE PEOPLE OF THE CITY OF HARRISBURG DO ORDAIN AS FOLLOWS:

Section 1. Short Title. This Ordinance shall be known as the "Solid Waste Management Ordinance" and may be so cited and pleaded and shall be cited herein as "this Ordinance."

Section 2. Purpose, Policy and Scope.

1. In order to protect the health, safety, welfare and environment and to conserve energy and natural resources within the City; in order to provide for the opportunity to recycle, and to otherwise provide for solid waste management, it is declared to be the public policy of the City to regulate solid waste management to:
 - a. Carry out policies in ORS 459 and ORS 459A and to provide for the opportunity to recycle, taking advantage of a coordinated area-wide recycling collection service and promotion, education and marketing program;
 - b. Ensure safe, economical and comprehensive solid waste management service, including the efficient accumulation, storage, collection, transportation, and disposal or resource recovery of solid wastes;
 - c. Ensure rates that are just, fair, reasonable and adequate to provide necessary service to users; and,
 - d. Prohibit rate preference and other discriminatory practices which benefit one or a few users at an expense to other users of the service or the public.
2. Pursuant to ORS 459A.085, this Ordinance is adopted and the collection service franchise granted under this Ordinance is continued, extended and renewed. This action carries out the requirements of ORS 459A, the purposes of ORS 459.015 and the State Solid Waste Management Plan. This Ordinance is adopted under the municipal authority of the City.
3. The City presently has provided an exclusive franchise to Allied Waste Services of Albany-Lebanon. The City Council finds that it is necessary to continue to have an exclusive collection service franchise for the City, but that the present Ordinance needs to be updated.
4. No person shall accumulate, store, collect, transport, dispose of, or resource recover solid wastes or provide service, or offer to provide or advertise for such services, except in compliance with this Ordinance and with ORS Chapters 459 and 459A dealing with solid waste and with regulations of the Environmental Quality Commission.

Section 3. Definitions and Interpretation. The following definitions and interpretation apply to this Ordinance:

1. Specific Definitions:

- a. "City" means the City of Harrisburg and the area within its boundaries, including its boundaries as extended in the future. Where appropriate, it shall also mean city officials or city employees that are empowered to act on behalf of the City.
- b. "City Council" means the legislative body of the City.
- c. "Collection Vehicle" is any vehicle used to collect, transport or dispose of solid waste and recyclable materials.
- d. "Compaction" means the process by which material is shredded, manually compacted or mechanically compacted.
- e. "Compensation" includes:
 - (1) Any type of consideration paid for service including, but not limited to, rent, the proceeds from resource recovery, any direct or indirect provisions for the payment of money, goods, services or benefits by tenants, lessees, occupants, members, cooperatives, or similarly situated persons.
 - (2) The exchange of service between persons; and
 - (3) The flow of consideration from a person owning, possessing or generating solid waste to another person who provides services, or from a person providing services to another person owning, possessing or generating solid waste.
- e. "Council" means the legislative body of the City.
- f. "Dispose or Disposal" includes accumulation, storage, collection, transportation and disposal of solid wastes.
- g. "Franchise Collection" is a franchise to collect, transport, process, or recover solid waste and recyclable materials.
- h. "Franchise Disposal" is a franchise to create or maintain a disposal site.
- i. "Franchisee" means Allied Waste Services of Albany-Lebanon, or a subcontractor of such person.
- j. "Generator" means the person who produces the solid waste and recyclable material and places it for collection and disposal or processing. The term does not include a person who manages an intermediate function that results in alteration or compaction of the material after it has been produced by the generator and placed for collection and disposal or recovery.
- k. "Grantee" means the City.
- l. "Infectious Waste" means biological waste, cultures and stocks, pathological wastes and sharps as defined in ORS 459.386 and 459.387.
- m. "Incinerator" means a waste-to-energy facility specifically designed for the burning of solid, semi-solid or liquid combustible wastes, and the recovery of energy from said wastes.
- n. "Mixed Recyclables" means two or more recyclable materials collected together, that are not separated, and that are in the combination of materials allowed by the City.
- o. "Person" means an individual, corporation, association, firm, partnership, cooperative, trust, estate, joint partnership or other private legal entity.
- p. "Placed for collection" means Solid waste, recyclable materials or yard debris that has been placed by the generator for collection by the franchisee in accordance with the terms of this Ordinance.

- q. "Processing" means an operation where collected materials are sorted, graded, cleaned, identified or otherwise prepared for end use markets.
 - r. "Public Place" includes any City-owned park, place or grounds within the City that is open to the public but does not include a street or bridge.
 - s. "Putrescible Material" is solid waste containing organic material that can decompose and may give rise to foul-smelling, offensive products or which is capable of providing food for birds and potential disease vectors, such as rodents and flies, including but not limited to bones, meat, meat scraps, fat, grease, fish, fish scraps, vegetables, fruit and food containers or products contaminated with food wastes, particles or residues.
 - t. "Recycling Opportunity" means recycling done in accordance with Chapter 459A of Oregon Revised Statutes, together with the regulations promulgated thereunder.
 - u. "Resource Recovery" is the process of obtaining useful material or energy resources from solid waste, including energy recovery, material recovery, recycling and reuse of solid waste.
 - v. "Rules" are rules promulgated by state agencies pursuant to ORS Chapter 459 and Chapter 459A.
 - w. "Sanitary Landfill" is a site operated in compliance with a permit issued by the Department of Environmental Quality for the disposal of solid waste by placing it in or upon land and covering it with earth or other approved cover material.
 - x. "Service" means collection service as defined by ORS 459.005(3) and which service includes the collection, transportation, disposal, reuse, recycling or other resource recovery of or from solid waste or recyclable materials or both, by franchisee for compensation.
 - y. "Service Area" is the geographical area in which service, other than operation of a disposal site, is provided by franchisee, and includes all area within the city limits of the City.
 - z. "Solid Waste" {See General Definitions}
 - aa. "Solid Waste Management" is the management of service.
 - bb. "Transfer Site or Transfer Facility" means a facility used as an adjunct to collection vehicles, a resource recovery facility, or a disposal site between the collection of the waste/solid waste and disposal site, including but not limited to a concrete slab, pit, building, hopper, railroad gondola or barge. Transfer site or transfer facility does not include a self-propelled, compactor-type solid waste collection vehicle into which scooters, pickups, small packers or other satellite collection vehicles dump collected solid waste for transport to a transfer site, disposal site, landfill, waste-to-energy facility, or resource recovery site or facility.
 - cc. "Waste" is material that is no longer wanted or usable by the source, the source generator or producer of the material, which material is to be disposed of or resource recovered by another person, and includes both source separated material and non-source separated materials.
2. General Definitions. The following terms shall have the meanings as they are defined in ORS 459.005 and 459A.005: "Collection Service," "Commercial," "Disposal Site," "Energy Recovery," "Franchise," "Hazardous Waste," "Household Hazardous Waste," "Material Recovery," "Recyclable Material," "Recycling," "Reuse," "Solid Waste," "Source Separate."

- 3. As used in this Ordinance, the singular number may include the plural and the plural number may include the singular.

Section 4. Rights Granted by Exclusive Franchise.

- 1. Subject to the conditions and reservations contained in this Ordinance, and to further the purpose, policy and scope as stated in Section 2. of this Ordinance, the City hereby continues the exclusive right, privilege and franchise granted to Allied Waste Services of Albany-Lebanon to provide service to residents and persons located within the City, and to use the City streets with the City for said purpose, and to charge service fees from residents and persons within the City for whom service is provided. The Franchisee shall have all other rights, privileges and franchises necessary or incidental to the business of providing such service. The boundaries of the City are those in effect as of the effective date of this Ordinance, and any area that may be hereafter annexed to the City. No other person shall provide service for compensation or offer to provide or advertise for the performance of such service to any owner, tenant, lessee, member or occupant of any real property in the City.
- 2. Nothing in this Ordinance shall:
 - a. Prohibit any person from engaging in the collection of source separated materials for resource recovery or recycling for the purpose of raising funds for a charitable, civic or benevolent activity after notice to the Franchisee and permission from the Franchisee or the Council, providing said person or organization is not organized or operated for any solid waste management purpose.
 - b. Prohibit any person from transporting solid wastes produced by themselves if the loading and operation of the vehicle containing the solid waste or wastes prevents the contents from dropping, sifting, leaking or otherwise escaping onto public rights-of-way or property adjacent thereto, and if such material will be disposed of or resource recovered pursuant to all applicable laws, ordinances and regulations of federal, state or local government units having jurisdiction. Solid waste produced by a tenant, lessee, member, occupant or person other than the owner of the occupied, leased, or licensed premises shall be considered to be produced by such tenant, licensee, member, occupant or person and not by the landlord or property owner, and shall not be collected or transported by the owner or manager or landlord of the facility being rented, leased or for which a membership benefit may accrue.
 - c. Prohibit any person from contracting with the state or a federal agency to provide service to such agency under a written contract with such agency.
 - d. Prohibit any person from providing service for hazardous waste, as defined herein, if they comply with all rules and regulations related to the collection, transportation and disposal of hazardous waste.

Section 5. Franchise Term. The rights, privileges and collection franchise herein granted shall be considered as a continuing five (5) year franchise, subject to termination as follows:

- 1. Unless grounds exist for suspension, modification or revocation of the franchise under Section 12. of this Ordinance, the franchise granted under this Ordinance shall be considered to have a continuing five (5) year term. As time passes, the franchise shall continue to be considered to be five (5) years in duration unless the City notifies the Franchisee in writing of its intent to terminate the franchise. Upon the giving of such Notice of Termination, the franchise shall then terminate five (5) years from the date of the written Notice of Termination.

2. In the event Franchisee desires to terminate the franchise, it shall give the City not less than two (2) years written notice to the City. In the event of a voluntary termination of the franchise, the City shall have a right and option to purchase all or a portion of the equipment of the Franchisee at a price to be agreed upon between the parties. If the parties cannot agree upon the purchase price, then it shall be submitted to arbitration. If the parties cannot agree on an arbitrator, then each party will select one arbitrator and the two arbitrators shall select a third. The three arbitrators shall then determine a fair and equitable price.
3. The City shall have the right, at the end of every two (2) year period, to review any of the terms of this franchise and to work with Franchisee to implement the modifications desired by the City (including an adjustment in the franchise fee), taking into account the technological and economical feasibility of such modifications, and allowing compensation to Franchisee in the rates for any increased cost of service due to such modifications.

Section 6. Public Works and Improvements Not Affected by Franchise. The City reserves the right to:

1. Construct, install, maintain and operate any public improvement, work or facility.
2. Do any work that the City may find desirable on, over or under any street, bridge or public place; and
3. Vacate, alter or close any street, bridge or public place.

Section 7. Safety Standards and Work Specifications.

1. The equipment and facilities of the Franchisee shall at all times be maintained in a safe, substantial and workmanlike manner.
2. For the purpose of carrying out the provisions of this section, 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, taking into account the technological and economical feasibility of said changes and allowing compensation to Franchisee in the rates for any increased cost of said changes.

Section 8. Location and Relocation of Facilities. The Franchisee may maintain business facilities within the City if areas are properly zoned for that purpose, but not a disposal site.

Section 9. Franchise Fee.

1. In consideration of the franchise granted by this Ordinance, the Franchisee shall pay to the City an amount equal to four percent (4%) through December 31, 2009, then four and one-half percent (4.5%) from and after January 1, 2010, of the gross revenue from service provided by Franchisee to residents and persons within the City. For the purpose of determining the franchise fee, uncollectible debts shall be deducted in computing gross revenue.
2. The franchise fee required by this section shall be due for each calendar year on a quarterly basis, and payments are to be made within thirty (30) days of the end of each calendar quarter.
3. The Franchisee shall furnish to the City with each payment of franchise fee required by this section, a written statement, under oath, and executed by an officer of Franchisee, showing the amount of gross revenue of the Franchisee within the City for the period covered by the payment, computed on the basis set out in Subsection 1. of this section. If the Franchisee fails to pay the entire amount of compensation

due the City through error or otherwise, the difference due the City shall be paid by the Franchisee within fifteen (15) days from discovery of the error or determination of the correct amount. Any overpayment to the City, through error or otherwise, shall be offset against the next payment due from the Franchisee.

- 4. Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

Section 10. Franchisee Responsibility.

- 1. The Franchisee shall:
 - a. Dispose of solid waste and waste collected at a disposal site, waste-to-energy facility or transfer site or facility approved by the Department of Environmental Quality, or resource recover the solid waste and waste, both in compliance with Chapters 459 and 459A of Oregon Revised Statutes, and regulations promulgated thereunder.
 - b. Provide the opportunity to recycle in accordance with Chapter 459A of Oregon Revised Statutes, together with the regulations promulgated thereunder.
 - c. Provide sufficient collection vehicles, containers, facilities, personnel and finances to provide all types of necessary service, or subcontract with others to provide certain types of specialized service in accordance with this Ordinance.
 - d. Respond to any written complaint on service.
 - e. Provide and keep in force public liability insurance in an amount that is not less than the greater of:
 - (1) Two million dollars of combined single limit coverage for bodily injury and property damage, or
 - (2) The minimum requirements of the Oregon Tort Claims Act in ORS 30.270.
 - f. Provide a certificate of insurance to the City wherein the City is an additional named insured and that provides information confirming that the insurance limits required above have been met.
- 2. The Franchisee shall not:
 - a. Give any rate preference to any person, locality or type of solid waste service. This paragraph shall not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of solid waste handled and location of customers, so long as such rates are reasonably based upon costs of the particular service and are approved by the Council in the same manner as other rates, nor shall it prevent Franchisee from volunteering service at reduced cost for a charitable, community, civic or benevolent purpose.
 - b. Transfer this franchise or any portion thereof to other persons without the prior written consent of the City Council, which consent shall not be unreasonably withheld. The City Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchise holder. A pledge of this franchise shall be considered as a transfer for the purposes of this subsection.

Section 11. Books, Records and Inspection.

- 1. The Franchisee shall maintain accurate books and records reflecting the business transacted and the gross receipts received. Generally accepted methods of accounting shall be followed.

2. The Franchisee shall, at reasonable times that are during regular business hours, permit inspection of its facilities, equipment, personnel and records by City to determine compliance with this franchise.
3. If the City examines Franchisee's books and records and finds an error in its favor which results in their being due to the City \$500 or more in additional franchise fees, Franchisee shall pay the reasonable cost of such examination.
4. The books and records shall be maintained and made available for inspection at Franchisee's main office for a period of six (6) years.

Section 12. Suspension, Modification or Revocation of Franchise.

1. Willful violation of this Ordinance, or failure of Franchisee to comply with a written notice from the City to provide necessary service or to otherwise comply with the provisions of this Ordinance, after a reasonable opportunity to comply, shall be grounds for modification, revocation or suspension of the franchise.
2. After written notice from the City that such grounds exist, the Franchisee shall have thirty (30) days from the date of giving such notice in which to comply or to request a public hearing before the City Council. Said written notice may be delivered to Franchisee personally, electronically or by United States mail to Franchisee's business address. In the event of a public hearing, the Franchisee and other interested persons shall have an opportunity to present information and testimony in oral or written form.
3. Notwithstanding the preceding paragraph, in the event the City finds an immediate and serious public health or safety issue to exist for which Franchisee is responsible, City may, without a public hearing, reduce the amount of time for Franchisee to correct the concern or the City may correct the concern and charge the costs of correcting it to Franchisee.
4. If Franchisee fails to comply within the specified time or fails to comply with the order of the City Council entered upon the basis of findings, the City Council may suspend, modify or revoke the franchise.

Section 13. Interruption or Termination of Service. The Franchisee shall not terminate service to any or of its customers unless:

1. The street or road access is unavoidably blocked through no fault of the Franchisee and there is no reasonable alternate route or routes to serve all or a portion of its customers; but in either event, the City shall not be liable for any such blocking of access; or
2. Adverse weather conditions or other access conditions render providing service unduly hazardous to persons or equipment providing such service, or if such interruption or termination is caused by an act of God or a public enemy, or
3. A customer has not paid for services rendered within 30 days of the mailing of the bill or otherwise complied with the provisions of Section 21 of this Ordinance.

Section 14. Collection Facilities. The Franchisee may maintain facilities in the City where its customers may pay their bills for service during normal business hours.

Section 15. Supplying Maps Upon Request. The Franchisee shall maintain on file at an office in Oregon maps and operational data pertaining to its operations in the City. The City may inspect the maps and data at any time during business hours. Upon request of the City, the Franchisee shall furnish to the City, without charge, and on a current basis, maps showing the places of collection and routes of transportation of the Franchisee's motor vehicles in the City.

Section 16. Indemnification. The Franchisee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost and expense arising from damage to property and/or injury to or death of persons due to any wrongful or negligent act or omission of the Franchisee, its agents or employees or due to exercising the rights, privileges and franchise hereby granted.

Section 17. Assignment of Franchise and Subcontracts.

1. This franchise shall not be assigned or transferred without the written consent of the City, which approval shall not be denied without cause. If assigned or transferred, this franchise shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Franchisee.
2. The Franchisee may subcontract with others to provide a portion of the service if the Franchisee does not have the necessary equipment. Such a subcontract shall not relieve Franchisee from meeting the service standards or other requirements specified in this franchise.

Section 18. Remedies Not Exclusive When Requirement Waived. All remedies and penalties under this Ordinance, 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 penalty or remedy. The remedies and penalties contained in this Ordinance, including termination of the franchise, are not exclusive and the City reserves the right to enforce the penal provisions of the 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 Ordinance. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Franchisee by or pursuant to this Ordinance shall not be a waiver of any other or subsequent or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself.

Section 19. Annexation. Subject to ORS 459.085(3), Franchisee reserves all rights to serve any and all areas annexed to the City.

Section 20. Rates and Charges. The Franchisee shall submit to the City a schedule of rates for its customers and those rates are subject to approval by Resolution by the City. The City may approve those rates if they are not unreasonable and are not substantially higher than those charged generally under similar service requirements and for the same and similar quality of service, or the City may establish a different rate schedule. In establishing rates or in considering rate increases or decreases, the City must find that the rates will be just, fair, reasonable and sufficient to provide proper service to the public and will take into consideration the cost of doing business by the Franchisee, the ability of the customer to pay such rates and the rates charged by a similar business. In determining the appropriate rates to be charged by the Franchisee, the Council shall consider:

1. The cost of performing the service provided by the Franchisee.
2. The anticipated increase or decrease in the cost of providing this service.
3. The need for equipment replacement and the need for additional equipment to meet the service needs, or technological changes.
4. Compliance with federal, state or local laws or regulations.

5. The Franchisee's investment, the value of the business and the necessity that the Franchisee have a reasonable operating margin and rate of return on revenue.
6. The public interest in assuring reasonable rates to enable the Franchisee to provide efficient and beneficial service to the residents and other users of the service.
7. The local wage scales, cost of management, facilities, and disposal fees and charges.
8. Any profit or cost savings resulting from recycling and resource recovery, and any additional costs resulting from recycling and resource recovery.
9. Any increase or decrease in the franchise fee charged by the City.
10. Rates in other cities for similar service.
11. Any other information deemed necessary for a rate review and adjustment.

Section 21. Public Responsibility. Both the Franchisee and the public shall comply with ORS Chapters 459 and 459A and regulations promulgated pursuant thereto, including those regulations issued by the Department of Environmental Quality and the Workers' Compensation Board. The following requirements shall pertain to service under this Ordinance:

1. Each person in the City shall dispose of their putrescible solid waste and wastes in an approved manner at least every seven (7) days or at more frequent intervals where necessary to prevent the creation of health hazards, rodent harborage or sustenance, vector production or sustenance, or public nuisance.
2. If a customer uses a roller cart designed for mechanical collection, the customer shall use only receptacles furnished by the Franchisee and the loaded weight of the receptacles shall comply with the manufacturer's specifications.
3. All carts designed for mechanical solid waste collection and all carts and containers designed for mechanical recyclable materials collection shall be placed at the curb or roadside by the customer prior to the time of collection.
4. If a customer uses a garbage can designed for manual collection, no garbage can shall exceed 32 gallons in size and shall not weigh more than 60 pounds gross loaded weight. Only round garbage cans shall be used, and cans shall be tapered so that they are larger at the top, and cans shall have handles at the top and a place for a handhold at the bottom.
5. Sunken refuse cans or containers shall not be installed or used.
6. To protect against injury to employees of the Franchisee, and to protect against rodent and fire dangers, cans shall be rigid and of material that will not split or crack in cold weather.
7. Customers shall provide safe access to the pickup point so as not to jeopardize the persons or equipment supplying service or the motoring public.
8. Stationary compactors for handling solid waste or recyclable materials shall comply with applicable federal and state safety regulations. No stationary compactor or other container or drop box shall be loaded so as to exceed the safe loading design limit or operation limit for collection vehicles used by Franchisee. A person who wishes service for a compactor that such person is going to acquire, shall acquire a compactor approved by the Franchisee that is compatible with the equipment of the Franchisee or the equipment the Franchisee is willing to acquire.
9. Customers shall take appropriate action to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste or hot ashes are not put into a cart, container or drop box. When materials or customer abuse, fire, or vandalism causes excessive wear or damage to a cart, container or drop box, the cost of repair or replacement may be charged to the customer.

- 10. Any person who receives service shall be responsible for the payment for that service. The landlord of any premises impliedly consents to the provision of service to the tenant thereof, and shall be responsible for payment for the service if the tenant does not pay.
- 11. The following additional billing policies shall apply:
 - a. There shall be a pro-rate credit allowed on the regular monthly charge for service which is cancelled for three weeks or more, but none shall be allowed for service which is cancelled for less than three weeks.
 - b. The Franchisee may deny solid waste collection service to non-owner occupants of property unless payment therefore has been guaranteed in advance by the property owner, or unless a satisfactory cash deposit or advance payment has been made by said non-owner occupant.
 - c. The Franchisee may charge a late fee or a service-interrupt fee in accordance with the Resolution setting forth rates to be charged to customers by Franchisee, as approved by the City from time to time.

Section 22. Severability. Any finding by any court of competent jurisdiction that any portion of this franchise is invalid shall not invalidate any other provision of this franchise.

Section 23. Penalties. In addition to any other remedies specified herein or available by law, a violation of the provisions of this Ordinance shall be punishable by a fine of up to \$1,000 for each day the violation continues.

Section 23. City Enforcement.

The City, through its appropriate officers, shall take all appropriate steps within the power of the City to protect the exclusive right and interest hereby given to the Franchisee and shall cooperate in all particulars with the Franchisee in protecting such exclusive right and shall, if deemed necessary, pass such additional ordinances as may be required to make the franchise exclusive and to enforce such ordinances by administrative, civil or criminal action as necessary to obtain compliance with said ordinances. Unless otherwise specified in this Ordinance, any action authorized or required to be taken by the City may be taken by the Council or by an authorized employee of the City.

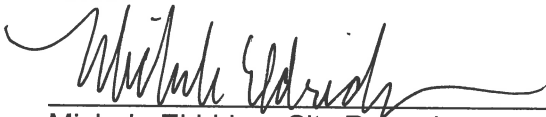
Section 24. Repeal. Ordinance Number 625 is hereby repealed.

Section 25. Acceptance and Effective Date. The Franchisee shall, within thirty (30) days from the date this Ordinance is passed by the City Council, file with the City its written, unconditional acceptance of this franchise and, if the Franchisee fails to do so, this Ordinance shall be void. If the Franchisee accepts this franchise, the effective date of this Ordinance shall be thirty (30) days after the Ordinance is signed by the Mayor.

PASSED BY THE COUNCIL at a regular meeting on the 13TH day of MAY, 2009.



Robert Duncan, Mayor

Attest:


Michele Eldridge, City Recorder

Franchise and Franchise Terms Accepted this 7TH day of April, 2009, by:
ALLIED WASTE SERVICES OF ALBANY-LEBANON



RESOLUTION NO. 1273**A RESOLUTION APPROVING A ___ RATE INCREASE FOR SOLID WASTE MANAGEMENT SERVICES PROVIDED BY REPUBLIC SERVICES AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Section 20 of Ordinance No. 879 authorizes the City Council to approve by Resolution rate adjustments for solid waste management services; and

WHEREAS, the expenses for the operation of the waste management program for Republic Services have increased this year; and

WHEREAS, the City Council finds the proposed rate adjustment is just, fair, reasonable and sufficient to provide proper waste management service to the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Harrisburg, Oregon, that the customer rates for waste management services provided by Republic Services be increased by ___%.

Section 3. Effective Date: This Resolution shall take effect retroactively on January 1, 2023.

PASSED AND ADOPTED by the Harrisburg City Council this 10th day of January, 2023.

Approved by the Mayor this 10th day of January, 2023.

MAYOR

ATTEST:

CITY RECORDER

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF REVIEWING THE DRAFT OF THE COMCAST FRANCHISE AGREEMENT, AND DIRECTING STAFF TO RETURN WITH AN ORDINANCE IN THE FUTURE

STAFF REPORT:

- Exhibit A: Ordinance No. 900
- Exhibit B: Red-Lined Comcast Agreement

ACTION: DISCUSSION AND REVIEW OF THE DRAFT COMCAST AGREEMENT. MOTION TO DIRECT STAFF TO RETURN WITH AN ORDINANCE TO ADOPT IF APPLICABLE AFTER REVIEW.

THIS AGENDA BILL IS DESTINED FOR: Agenda – January 10, 2023

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

STAFF RECOMMENDATION:
Staff recommends City Council Review and Discuss the Agreement, and direct staff to return with a future Ordinance for Adoption if appropriate

BACKGROUND INFORMATION:

Ordinance No. 900 (**Exhibit A**) represents the last Franchise Agreement that the City had with Comcast. Staff started working with Comcast in May 2021, prior to the expiration of the agreement. Unfortunately, finding the correct representative with which to work was difficult; we were finally able to start negotiations in earnest in summer 2021. Staff has discovered that the process of working through negotiations with grantee’s takes quite a bit of time and is standard in all cities.

David Coulombe, from our City Attorney team, has worked extensively with franchise holders, and reviewed the agreement in its entirety. (He has technically reviewed it several times, including for the last time as of the day that Staff is writing this report.) That first draft took quite some time in review by the Comcast legal team, particularly as COVID continued to cause issues. This year, there were a number of drafts changing hands, starting in February/March and through the end of the year. We are finally at a point in which we can review the almost finished product; which is located in **Exhibit B**.

The following are some of the highlights of the changes that have been made. Please be aware that some of the changes were concessions, as we worked through

negotiations with Comcast. Many of the changes you see in the document are simple corrections of language.

- Because of problems with other franchise holders, David made a point of the legal name of the entity we were dealing with. The changes made on page 1 and on page 16 resolved the issue.
- On page 2, there are additions by Comcast, and changing the order of the Gross Revenue 'shall not' paragraph to make more sense created most of the red lines on this page.
- Section 2.3 on page 3 had language that was removed. The City is ultimately ok with language remaining. (The statement that was removed is still applicable, as it relates to 47 U.S.C.A. even if it isn't addressed in the agreement.) [USCA stands for the United States Code Annotated]
- On page 6, section 3.2.6 was added by David.
- In section 3.2.7, both parties agreed to remove the line that the City had added.
- In section 4.1, in the last paragraph, the City felt that the language wasn't needed, but Comcast noted that it was critical to their needs.
- The City removed section 4.5, as it applies to their service obligations, and not to the City.
- On page 10, Section 7.5.3, the City added some information that related to financial records in a different way than stated above, and allowed the removal of the bottom paragraph. Under disclosure of information, the burden of opposing the request will fall mostly onto the grantee. The state is becoming more restrictive on what a company can determine is confidential, trade secret, or proprietary.
- In Section 8.1, it specifies that action doesn't start until the City receives all information it needs to make a qualified analysis.
- In section 10, we did try to change the bond to be a higher amount. However, after being challenged, we did agree with their arguments in relation to engineering fees being paid separately as part of the construction fees. Chuck and Michele had tried to increase this fee by quite a bit.
- Section 11.3 was not a big issue; we were aware of this issue changing due to the City's own billings from Comcast for the services we receive. We wanted to make sure that adequate notice was provided to the school, if Comcast should decide to remove their free services.
- There are several places throughout the entire document, including in section (i) of 12.4.2. in which we negotiated middle ground between the two entities for a statement of time.
- In section 13.3, Severability, we argued about the language in relation terminating the franchise if there are no negotiations for 60 days. This process we are in now was a case in point, of a franchise agreement extending beyond 60 days as it's happened two or three times over the last 1.5 years. We did add language stating that we can trigger a renegotiation, if any of the above paragraph language applies.

This agreement is with a company who the City has good relations with, but the process still took quite some time. If Council should wish to make any further changes, please be aware that it will likely add another month or two to the process until we have a final product; there will also likely be further costs for review by the City Attorney's office depending upon the changes requested. Revenue from this franchise agreement is currently budgeted at \$35,000; last year, and in 2020, the revenue dropped to \$28,000, but had gone as high as \$40,443 in 2019 prior to COVID.

If Council approves these changes, Staff can return with an ordinance for review at the next meeting.

REVIEW AND APPROVAL:



01.04.23

Michele Eldridge Date
City Administrator

ORDINANCE NO. 900

AN ORDINANCE RENEWING THE FRANCHISE FOR THE OPERATION OF A CABLE TELEVISION FRANCHISE TO COMCAST OF OREGON II, INC., AND SUPERCEDING ORDINANCE NO. 787.

WHEREAS, the CITY OF HARRISBURG has determined that the financial, legal, and technical ability of COMCAST OF OREGON II, INC. is reasonably sufficient to provide services, facilities and equipment necessary to meet the future cable related needs of the community; now, therefore,

THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Harrisburg, Oregon (hereinafter, "City") and Comcast of Oregon II, Inc. (hereinafter, "Grantee").

The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

1.1. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.2. "Effective Date" means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.3. "FCC" means the Federal Communications Commission or successor governmental entity thereto.

1.4. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.5. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.6. "Franchise Area" means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.7. "Franchising Authority" means the City of Harrisburg, Oregon, or the lawful successor, transferee, designee, or assignee thereof.

1.8. "Grantee" shall mean Comcast of Oregon II, Inc.

1.9. "Gross Revenue" means any and all compensation received directly by Grantee from subscribers in payment for cable services within the Franchise Area in accordance with Generally Accepted Accounting Principles (GAAP). Gross Revenue shall not include any taxes, on services furnished by Grantee, imposed directly on any subscriber or user by any city, state or other governmental unit and collected by Grantee for such governmental unit (nor shall it include revenue from auxiliary services which include but are not limited to, advertising and leased channels). Gross Revenue shall also not include advertising sales commissions, launch fees and marketing reimbursements or home shopping revenue, refundable deposits, bad debt, late fees, investment income, revenue from cable modem Internet service or telephony unless those services are determined to be Cable Services under federal law or regulation, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

1.10. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.11. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee under the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions

thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

2.5. Competitive Equity.

2.5.1. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Service Area; provided, the Franchising Authority agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; Public, Education and Government access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

2.5.2. Notwithstanding any provision to the contrary, at any time that a non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of Video Programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Franchising Authority, then Grantee may seek modification as per Section 2.5.1. above, or the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date six (6) months from the first day of the month following the date of Grantee's notice.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions on Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed or affected (including water and sewer lines) at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or public right-of-way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall upon written request of the Grantee make application for such funds on behalf of the Grantee.

3.2.2. Relocation at request of Third Party. The Grantee, upon reasonable prior written request of any Person holding a lawful permit issued by the Franchising Authority to move any structure through the Public Way, shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of Grantee; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires and property, and such charge may be required to be paid in advance of the movement of its wires and property; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation and no less than 120 days for a permanent relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to that existing prior to such work.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for using generally accepted horticultural standards and for any damage caused by such trimming.

3.2.6. Aerial and Underground Construction. Where all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any relocation of facilities along or within the Public Way required by the Franchising Authority, Grantee shall be reimbursed in the same manner in which other Persons affected by the required relocation are reimbursed. If funds are controlled by another government entity, the Franchising Authority shall make application for such funds on behalf of Grantee.

3.2.8. Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivisions. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer provide the Grantee at least ten (10) business days advance written notice of the availability of the open trench, and (B) that the utility or developer provide Grantee with reasonable access to the open trench. Notwithstanding the foregoing, Grantee shall not be required to utilize any open trench.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least ten (10) dwelling units per quarter (1/4) cable mile and is within one (1) mile of the existing Cable System. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable within the Franchise Area.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards including the Urban Growth Boundary area directly adjacent and contiguous to the Franchise Area. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation

requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities.

4.3. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.4. No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.5. Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC. Notwithstanding anything to the contrary, Grantee shall have the option to substitute an office or service center requirement by providing for pick up or drop off of equipment free of charge in any one of the following manners: (a) by having Grantee representative going to the customer's residence, or (b)

by using a pre-paid mailer, or (c) by establishing or using a local business office within Lane or Linn counties.

Grantee may arrange for a drop box or its equivalent within the city limits of Franchising Authority where Subscribers may drop off their bill payment. The Franchising Authority will provide a location for this service at no cost to Grantee, but Grantee shall not be obligated to use the location provided by the Franchising Authority.

Should a Subscriber have a complaint regarding Cable Service with Grantee that Grantee has been advised of and given a reasonable time to remedy, the Subscriber may file a complaint with the Franchising Authority and thereafter discuss jointly with representatives of the Franchising Authority and Grantee within 30 days of filing the complaint with the Franchising Authority. For the purpose of this paragraph, a "complaint" is an unresolved complaint related to Grantee's Cable Service from a Subscriber residing within the city limits of the Franchising Authority that is reasonably remedial by Grantee, but does not include grievances regarding the content of programming or information services, and does not include customer contacts resulting in routine service calls that resolve the Subscriber's problem satisfactorily to Subscriber.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly or yearly basis and shall be due forty-five (45) days after the close of each calendar quarter or after the close of the prior calendar year. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, during normal business hours, at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event it is determined that franchise fees for the audit period has been underpaid, the Franchising Authority shall notify Grantee in writing of its determination. Upon receipt, Grantee shall have thirty (30) days to notify the Franchising Authority if it agrees or disagrees with the Franchising Authority's determination. If Grantee agrees with the Franchising Authority's determination, Grantee shall pay to the Franchising Authority the undisputed amount due. The Franchising Authority and Grantee shall discuss all disputed amounts. In the event the parties are not able to reach an agreement on mutually acceptable terms and conditions, either party may pursue their legal remedies. The cost of such audit shall be borne by the Grantee if the review results in an underpayment of five percent (5%) or more for the period under review.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the

Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. In the event that the Franchising Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 8 – Transfer or Change of Control of Cable System or Franchise

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials,

agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

9.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, except for negligence or gross negligence of the Franchising Authority, its officers, employees, and agents; provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 10 – Performance and Construction Bonds

10.1. Performance Bond. Within sixty (60) days following receipt of written request from Franchising Authority, Grantee shall post a performance bond in the amount of \$50,000 as surety for the faithful performance and discharge by Grantee of all obligations imposed by this Franchise Agreement. The performance bond shall remain in force and effect throughout the Term of this Franchise Agreement. If Grantee fails to timely pay an assessment of liquidated damages or franchise fees, the Franchising Authority shall give Grantee twenty (20) business days' notice of its intent to draw the amount owed from the performance bond. The Franchising Authority may not draw from the security bond while any action, appeal or other process has been instituted by Grantee to challenge the amount owed.

SECTION 11 - System Description and Service

11.1. System Capacity. During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming with satisfactory reception available to its customers in the Franchise Area.

11.2. Service to School Buildings. As a voluntary initiative for the term of this Agreement, the Grantee will provide at no cost one (1) "Basic" service and expanded basic service or its equivalent in a digital tier if necessary and installation at one (1) standard outlet to each public school and public library, not including "home schools", located in the Franchise Area within 125 feet of the Grantee's distribution cable. For purposes of this subsection, "Basic" shall mean the most basic level of service offered by the Grantee.

11.3. Service to Governmental and Institutional Facilities. As a voluntary initiative for the term of this Agreement, the Grantee will provide at no cost one (1) "Basic" service and expanded basic service or its equivalent in a digital tier if necessary and installation at one (1) standard outlet to each municipal building, city police and fire station located in the Franchise Area within 125 feet of the Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed and buildings used to house jail populations. For purposes of this subsection, "Basic" shall mean the most basic level of service offered by the Grantee.

For Sections 11.2 and 11.3, the Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System and service in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. To the extent provided under applicable law, the Franchising Authority shall hold Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service provided in Sections 11.2 and 11.3 hereof. The Grantee shall not be required to provide an outlet to such buildings where a non-standard installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-standard installation. If additional outlets of Cable Service are requested to be provided to such buildings, the building owner/occupant shall pay the customary installation and service fees associated therewith.

SECTION 12 - Enforcement and Termination of Franchise

12.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

12.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

12.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

12.4. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

12.4.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

12.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

12.5. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

12.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

12.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

City of Harrisburg
120 Smith St.
Harrisburg, OR 97446
Attention: City Finance Officer

To the Grantee:

Comcast Cable
9605 SW Nimbus Avenue
Beaverton, OR 97008
Attn: Government Affairs

13.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Oregon, and shall be governed in all respects, including validity,

interpretation and effect, and construed in accordance with, the laws of the State of Oregon, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee.

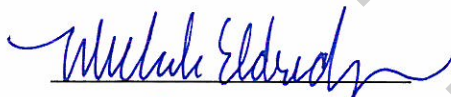
13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, the Grantee and the Franchising Authority may have under federal or state law unless such waiver is expressly stated herein.

13.9 Effective Date. The effective date of this Franchise is August 1, 2011, pursuant to the provision of applicable law. This Franchise shall expire on August 1, 2021, unless extended by the mutual agreement of the parties.

Attest:

The City of Harrisburg:



By: 

Date: July 13, 2011

Name: Robert Duncan
Title: Mayor

City Recorder

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, the Grantee and the Franchising Authority may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

Attest:

The City of Harrisburg:

Bruce Cleaton

Date: July 13, 2011

By: Robert Duncan

Name: Robert Duncan
Title: Mayor

Comcast of Oregon II, Inc.

Date: 6/17, 2011

By: Henry J. Fore
Name: Henry J. Fore
Title: RSVP

CABLE TELEVISION FRANCHISE

Between

THE CITY OF HARRISBURG, OREGON

and

COMCAST OF OREGON II, INC.

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Harrisburg, Oregon (hereinafter, "City") and Comcast of Oregon II, Inc (hereinafter, "Grantee").

The City, ~~having determined~~ is satisfied that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

- "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.
- "Effective Date" means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.
- "FCC" means the Federal Communications Commission or successor governmental entity thereto.
- "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.
- "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.
- "Franchise Area" means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.
- "Franchising Authority" means the City of Harrisburg, Oregon, or the lawful successor, transferee, designee, or assignee thereof.
- "Grantee" shall mean Comcast of Oregon II, Inc.

Commented [ME2]: There are 49 entries for Comcast in the Secretary of State's business registry. This name comes up twice- one indicating it's active, and one in-active. Please demonstrate some level of assurance that this entity lawfully exists.

Commented [GT3]: Comcast of Oregon II has been in existence for quite some time and currently is the entity for our current franchise with the City + dozens of other cities/counties throughout Oregon.

Commented [GT4]: "legal" should remain in the agreement as it speaks to Comcast's legal right to provide cable services per the Cable Act.

Commented [DC5R4]: To keep legal, here's my suggested text.

• "Gross Revenue" means any and all compensation received directly by Grantee from subscribers in payment for cable services within the Franchise Area in accordance with Generally Accepted Accounting Principles (GAAP). Gross Revenue shall not include any taxes, on services furnished by Grantee, imposed directly on any subscriber or user by any city, state or other governmental unit and collected by Grantee for such governmental unit (nor shall it include revenue from auxiliary services which include but are not limited to, advertising and leased channels). Gross Revenue shall also not include advertising sales commissions, launch fees and marketing reimbursements or home shopping revenue, refundable deposits, bad debt, late fees, investment income, revenue from cable modem Internet service or telephony unless those services are determined to be Cable Services under federal law or regulation, nor any taxes, fees or assessments imposed or assessed by any governmental authority and shall be construed broadly to include, all amounts in whatever form and from all sources derived directly or indirectly by Grantee and/or an Affiliate from the operation of Grantee's Cable System to provide Cable Services within the Franchise area in accordance with Generally Accepted Accounting Principles (GAAP). Gross Revenues include, by way of illustration and not limitation:

- Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, Digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services.
- Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair or similar charges associated with Subscriber Cable Service;
- Fees paid to Grantee for Channels designated for commercial/leased access use; which shall be allocated on a pro-rata basis using total Cable Service Subscribers within the Franchise Area;
- Converter, remote control, and other Cable Service equipment rentals, leases or sales;
- Payments for pre-paid Cable Services and/or equipment and Advertising Revenues as defined herein;

Gross Revenue shall not include any taxes, on services furnished by Grantee, imposed directly on any subscriber or user by any municipality, state or other governmental unit and collected by Grantee for such governmental unit (nor shall it include revenue from auxiliary services which include but are not limited to, advertising and leased channels). Gross Revenue shall also not include advertising sales commissions, launch fees and marketing reimbursements or home shopping revenue, refundable deposits, bad debt, late fees, investment income, revenue from cable modem Internet service or telephony unless those services are determined to be Cable Services under federal law or regulation, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

Commented [ME6] Moved from 1 9 above, changed city to municipality

I.10. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.11. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, public alley, court, boulevard, sidewalk, way, lane, public way, public drive, eirele or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning which entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee under the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended 47 U.S.C.A [redacted]

~~Nothing in this Franchise Agreement or Ordinance obligates the City to extend, renew, or enter into a Franchise Agreement with Grantee.~~

Commented [GT7]: Not sure what this is about – have never seen it used in any cable franchise agreement Comcast has rights through the Cable Act to maintain service through a negotiated process as allowed for by Federal law

2-3-2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or

ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways or city-owned property, prohibit or limit the City from executing Franchising Agreements with any other Grantee.

Commented [ME8]: Existing Section 2.5.1 already allows another franchisee to exist

2.4.2.5 Competitive Equity.

2.4.2.5.1. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant ~~one (1) or more~~ additional franchises or other similar lawful authorization to provide Cable Services within the Service Area; provided, the Franchising Authority agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; Public, Education and Government access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

Commented [ME9]: Simplifies because additional franchisees means the same thing as one or more

2.4.2.5.2. Notwithstanding any provision to the contrary, at any time that an unassociated non-wireless facilities-based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of Video Programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Franchising Authority, then Grantee may seek modification as per Section 2.5.1. above, or the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date six (6) months from the first day of the month following the date of Grantee's notice.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. **Permits and General Obligations.** The Grantee shall be responsible for obtaining, at its own cost and expense, any and all City, state, or federal permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to not interfere minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. **Conditions on Street Occupancy.**

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed or affected (including water and sewer lines) at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or public right-of-way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall upon written request of the Grantee make application for such funds on behalf of the Grantee.

3.2.2. Relocation at request of Third Party. The Grantee, upon reasonable prior written request of any Person holding a lawful permit issued by the Franchising Authority to move any structure through the Public Way, shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of Grantee; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires and property, and such charge may be required to be paid in advance of the movement of its wires and property; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation and no less than 120 days for a permanent relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable or better than to that existing prior to such work.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary prudent and regulatory and customary appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries, or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for using generally accepted horticultural standards and for any damage caused by such trimming. The Grantee shall give 30-day advance notice to Grantor of its intent to trim trees or shrubs and shall acquire any permits required by Grantor.

3.2.6. Aerial and Underground Construction. Where all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable

Systems' transmission and distribution facilities underground; provided that such underground locations are ~~actually~~ reasonably capable of accommodating the Grantee's cable and other equipment without substantial technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, ~~the~~ The Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground, so long as no City Ordinance, Plan, Regulations, Resolution or Guideline has been enacted or adopted by the City which requires or recommends underground transmission or distribution facilities. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any relocation of facilities along or within the Public Way required by the Franchising Authority, Grantee shall be reimbursed in the same manner in which other Persons affected by the required relocation are reimbursed. If funds are controlled by another government entity, the Franchising Authority shall make application for such funds on behalf of Grantee. ~~Grantee shall reimburse the Franchising Authority for its costs and expenses related to making such application.~~

3.2.8. Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivisions. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer provide the Grantee at least ten (10) business days advance written notice of the availability of the open trench, and (B) that the utility or developer provide Grantee with reasonable access to the open trench. Notwithstanding the foregoing, Grantee shall not be required to utilize any open trench.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall ~~make~~ Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least ten (10) dwelling units per quarter (1/4) cable mile and is within one (1) mile of the existing Cable System. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable within the Franchise Area.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards including the Urban Growth Boundary area directly adjacent and contiguous to the Franchise Area. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the

installation that exceeds the standards set forth above.

Commented [ME10]: This seems less like a franchise term and more like a service charge issue for a customer

4.2. **New Developments.** The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities.

Commented [GT11]: This language needs to stay as is spells out how the cost is shared for a drop that is beyond 125' from our system. This type of language exists in every franchise we have and is critical to both us and potential customers

Commented [ME12R11]: Ok

4.3. **Programming.** The Grantee shall offer to all Customers a diversity of video programming services.

4.4. **No Discrimination.** Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

~~4.5. **Prohibition Against Reselling Service.** No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program, or signal transmitted over the Cable System by the Grantee.~~

Commented [ME13]: This is Grantee's service obligations. The Franchise Authority shouldn't be required to enforce this prohibition on behalf of the Comcast, and there is therefore no need for it to be included in this agreement

SECTION 5 - Fees and Charges to Customers

Commented [DC14R13]: Agreed

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall ~~follow~~ follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. **Customer Service Standards.** The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC. Notwithstanding anything to the contrary, Grantee shall have the option to substitute an office or service center requirement by providing for pick up or drop off of equipment free of charge in any one of the following manners: (a) by having Grantee representative going to the customer's residence, or (b) by using a pre-paid mailer, or (c) by establishing or using a local business office within Lane or Linn counties.

Grantee may arrange for a drop box or its equivalent within the city limits of Franchising Authority where Subscribers may drop off their bill payment. The Franchising Authority will provide a location for this service at no cost to Grantee, but Grantee shall not be obligated to use the location provided by the Franchising Authority.

Should a Subscriber have a complaint regarding Cable Service with Grantee that Grantee has been advised of and given a reasonable time to remedy, the Subscriber may file a complaint with the Franchising Authority and thereafter discuss jointly with representatives of the Franchising Authority and Grantee within 30 days of filing the complaint with the Franchising Authority. For the purpose of this paragraph, a "complaint" is an unresolved complaint related to Grantee's Cable Service from a Subscriber residing within the city limits of the Franchising Authority that is reasonably remedial by Grantee but does not include grievances regarding the content of programming or information services and does not include customer contacts resulting in routine service calls that resolve the Subscriber's problem satisfactorily to Subscriber.

6.2. **Customer Bills.** Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. **Privacy Protection.** The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. **Franchise Fees.** The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area, provided, however that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator with a City Franchise of equivalent terms providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly or yearly basis and shall be due forty-five (45) days after the close of each calendar quarter or after the close of the prior calendar year. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the ~~Franchise Fees~~Franchise Fees paid during that period.

7.2. **Franchise Fees Subject to Audit.**

7.2.1. Upon reasonable prior written notice, during normal business hours, at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which

period any such payment shall be considered final, unless Grantee has not kept records consistent with GAAP principles or has committed fraud.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event it is determined that franchise fees for the audit period has been underpaid, the Franchising Authority shall notify Grantee in writing of its determination. Upon receipt, Grantee shall have thirty (30) days to notify the Franchising Authority if it agrees or disagrees with the Franchising Authority's determination. If Grantee agrees with the Franchising Authority's determination, Grantee shall pay to the Franchising Authority the undisputed amount due. The Franchising Authority and Grantee shall discuss all disputed amounts. In the event the parties are not able to reach an agreement on mutually acceptable terms and conditions, either party may pursue their legal remedies. The cost of such audit shall be borne by the Grantee if the review results in an underpayment of five percent (5%) or more for the period under review.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public

inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3 Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, ~~and except for financial records,~~ the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of what is specified in Section 7.5.1. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request. ~~Grantee shall indemnify the Franchising Authority from and reimburse the City for any and all costs, including attorney fees associated with cooperating with Grantee in opposing a request for disclosure of information.~~

SECTION 8 - Transfer or Change of Control of Cable System or Franchise

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a ~~transfer in~~ trust, by mortgage, hypothecation, or by ~~assignment of~~ assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not ~~taken action~~ taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given. The one hundred twenty (120) days shall begin to run only when the Franchising Authority has received all additional information it deems necessary to make the legal, financial and technical qualification analysis.

SECTION 9 - Insurance and Indemnity

~~9.1.~~ 9.1 **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident, or the Oregon Tort Claims Act, whichever is greater. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

~~9.2.~~ 9.2 **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its official officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, except for sole negligence or sole gross negligence of the Franchising Authority, its officers, employees, and agents; provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within ten (~~100~~) business days of actual receipt of a claim or action pursuant to this Section. If the

Franchising Authority unreasonably determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 10 - Performance and Construction Bonds

10.1. **Performance Bond.** Within sixty (60) days following receipt of written request from Franchising Authority, Grantee shall post a performance bond in the amount of \$ 50,000 as surety for the faithful performance and discharge by Grantee of all obligations imposed by this Franchise Agreement. The performance bond shall remain in force and effect throughout the Term of this Franchise Agreement. If Grantee fails to timely pay an assessment of liquidated damages or franchise fees, the Franchising Authority shall give Grantee twenty (20) business days' notice of its intent to draw the amount owed from the performance bond. The Franchising Authority may not draw from the security bond while any action, appeal or other process has been instituted by Grantee to challenge the amount owed but shall be obligated to return such funds if Grantee's

Commented [GT15]: This is adequate – how many times has the City had to exercise this in the past? Engineering fees are part of construction permitting and are paid separately ∴ any bond requirement for such services

Commented [ME16R15]: Technically, we have had an issue with a different utility company, which is why we initially raised a concern. However, we will agree with keeping this the same

Commented [ME17]: The \$50k wouldn't even cover the engineering fees

challenge is upheld by a court of competent jurisdiction.

SECTION 11 - System Description and Service

11.1. **System Capacity.** During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming with satisfactory reception available to its customers in the Franchise Area.

11.2. **Service to School Buildings.** As a voluntary initiative for the term of this Agreement, the Grantee will provide at no cost one (1) "Basic" service and expanded basic service or its equivalent in a digital tier if necessary and installation at one (1) standard outlet to each public school and public library, not including "home schools", located in the Franchise Area within 125 feet of the Grantee's distribution cable. For purposes of this subsection, "Basic" shall mean the most basic level of service offered by the Grantee.

11.3. **Service to Governmental and Institutional Facilities.** The parties acknowledge that as of the Effective Date of this Franchise agreement, Grantee continues to provide Complimentary Services to certain schools, libraries, and public institutions within the Franchise Area. In the event Grantee elects, to the extent permitted by Applicable Laws, to invoice the Grantor for Complimentary Services, Grantee agrees that it will do so only after providing City and affected agencies with one hundred twenty (120) days' prior written notice. Grantee agrees not to unfairly or unreasonably discriminate against the Grantor with respect to other Oregon served local franchising authorities, with respect to the costs to be imposed for Complimentary Services.

Commented [GT18]: Proposed change due to the FCC 621 Ruling which allows cable operators to charge for services that were previously free to public buildings and schools. At this time Comcast has not made a decision to charge for these services. This is the language used in both the St. Helens and Columbia City franchises that were approved in 2021.

Commented [ME19R18]: I've added 'affected agencies' to this, because it also applies to the School District. We are ok with this as long as they receive pre-notice of the changes.

The Grantor shall have the right to discontinue the receipt of all or a portion of the Complimentary Services provided by the Grantee in the event Grantee elects to impose a charge against the Grantor for the Complimentary Services as set forth in the preceding paragraph.

~~11.3. As a voluntary initiative for the term of this Agreement, the Grantee will provide at no cost one (1) "Basic" service and expanded basic service or its equivalent in a digital tier if necessary and installation at one (1) standard outlet to each municipal building, city police and fire station located in the Franchise Area within 125 feet of the Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed and buildings used to house jail populations. For purposes of this subsection, "Basic" shall mean the most basic level of service offered by the Grantee.~~

~~For Sections 11.2 and 11.3, the Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the~~

~~Grantee's Cable System and service in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. To the extent provided under applicable law, the Franchising Authority shall hold Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service provided in Sections 11.2 and 11.3 hereof. The Grantee shall not be required to provide an outlet to such buildings where a non-standard installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-standard installation. If additional outlets of Cable Service are requested to be provided to such buildings, the building owner/occupant shall pay the customary installation and service fees associated therewith.~~

SECTION 12 - Enforcement and Termination of Franchise

12.1. **Notice of Violation or Default.** In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

12.2. **Grantee's Right to Cure or Respond.** The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

12.3. **Public Hearings.** In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

12.4. **Enforcement.** Unless otherwise prohibited, Subject to applicable by federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

12.4.1. Seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; and/or

12.4.2. In the case of a substantial default of a material provision

of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ~~sixtyfourty-five ninety~~ (90/60/45) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause ~~such notice~~ to be served upon ~~delivered~~ to the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence, and ~~question~~ witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be ~~de novo on the record~~ and an ~~audio recording - written transcript~~ shall be made available to the Grantee within ten (10) business days of ~~Grantees written request~~. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by ~~certified mail first class mail~~. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority, ~~"de novo" and to modify or reverse such decision as justice may require~~. Such appeal to the appropriate court must be taken within sixty (60) days of the ~~issuance of the~~ determination of the Franchising Authority.

12.5. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

12.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the City or Customers within the Franchise Area; or

12.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which ~~precipitated~~ caused a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including ~~termination~~ termination).

cancellation or revocation of the Franchise), where such noncompliance or alleged defaults ~~occurred or~~ were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snowstorm, pandemic, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative, or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

City of Harrisburg
120 Smith St.
Harrisburg, OR 97446 Attention:
City Finance Officer

To the Grantee:

Comcast Cable
~~9605 SW Nimbus Avenue 11308 SW 68th Parkway~~
~~Tigard Beaverton, OR~~
~~97223908~~
Attn: Government Affairs

13.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements, and communications, whether written or oral. ~~All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.~~

Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect ~~but shall trigger the obligation of Grantee to renegotiate the Franchise ed.~~

13.4.

~~13.4.~~13.5. Governing Law. This Franchise Agreement shall be deemed to be

Commented [GT20]: Put this language back in – a negotiated contract should supersede ordinances that are enacted that conflict with the agreement

Commented [ME21R20]: Yes, I agree if the Previous Ordinances referred to are in relation to the franchise agreement

Commented [DC22R20]: It is very typical for Franchisees to be subject to all other general ordinances of a city

Commented [GT23]: Comcast will not agree to this new language

Commented [ME24R23]: We've removed the language stating that 'Failure to successfully negotiate an amended Franchise within 60 days will authorize the City to deem the Franchise terminated

executed in the State of Oregon, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Oregon, as applicable to contracts entered into and performed entirely within the State.

~~13.5-13.6.~~ **Modification.** No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee.

~~13.6-13.7.~~ **No Third-Party Beneficiaries.** Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, the Grantee and the Franchising Authority may have under federal or state law unless such waiver is expressly stated herein.

~~13.7-13.9.~~ **Effective Date.** The effective date of this Franchise is March 1, 2022 ~~November 1, 2022~~ pursuant to the provision of applicable law. This franchise shall expire in 10 years unless earlier terminated or extended by the mutual agreement of the parties.

Commented [GT25]: Even though the current agreement's expiration date has expired both parties continue to operate off the current franchise - the new agreement will be for a full ten years. This is provided for by Federal law.

Commented [ME26R25]: Changed the expiration date to ten years per your comments. The effective date is based upon when the ordinance goes into effect 30 days after the meeting when approved.

Commented [GT27]: This provides sufficient time for us to get any and all signatures as required to fully execute the franchise agreement.

Commented [ME28]: This resolves the issue at the beginning of the agreement.

IN WITNESS WHEREOF, Grantee warrants to the City that the Corporate Entity exists in good standing with the State of Oregon and the Secretary of State's Office; and that this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

By: _____
The City of Harrisburg
Name: _____
By: _____
Title: _____
Name: _____
Date: _____
Title: _____
Date: _____

Attest:

City Recorder Date

Comcast of Oregon II, Inc.

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

- Exhibit A: Payment Approval Report for December 2022
- Exhibit B: Municipal Court Collection Report December 2022
- Exhibit C: Municipal Court Citation Report December 2022

ACTION: MOTION TO APPROVE THE CONSENT LIST

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

- 1. The Payment Approval Report for December 2022**

THIS AGENDA BILL IS DESTINED FOR: Consent Agenda –January 10, 2023

STAFF RECOMMENDATION:

Staff recommends the City Council approve the consent list.

Building Permits:

December 2022:	Submitted: 9
	Issued: 94
New Homes:	0

Residential Valuation: \$24,440.00

Commercial Valuation: \$30,518.00

2022 YTD Valuation: \$1,397,968.14

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

Business Licenses Issued:

- None issued in the month of December 2022

Harrisburg Municipal Court:

- Collection Report (**EXHIBIT B**) for the month of December 2022 is \$2,268.40.
- There were 21 citations issued in the month of December 2022 for a total of 28 offenses (**EXHIBIT C**). There was one defendant who was charged with Fail to Appear and two defendant's that were charged with Harassment. All three are scheduled to appear on January 11th, 2023.

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: Ruby Bennett

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

Next Scheduled Meeting: TBD

Library Board: Chairperson: Katherine Hansen

The Library Board last meet on January 3, 2023. Those minutes are not yet available.

Next Scheduled Meeting: March 7, 2023

Personnel Committee: Chairperson; Kimberly Downey

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

Next Scheduled Meeting: February 7, 2023

Planning Commission: Chairperson; Todd Culver

The Planning Commission did not meet in the month of December.

Next Scheduled Meeting: January 17, 2023

REVIEW AND APPROVAL:

Lori Ross

01/03/2023

Lori Ross

Date

City Recorder

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
3901						
3901	Amanda Pelkey	12.15.2022	Reimbursement	12/15/2022	8.99	24-60-2800
Total 3901:					8.99	
1575						
1575	American Water Works Associatio	7002068522	Membership Fee	10/26/2022	200.00	51-76-2000
1575	American Water Works Associatio	7002068522	Membership Fee	10/26/2022	200.00	52-76-2000
Total 1575:					400.00	
1206						
1206	Analytical Lab & Consultants	152904	Water Testing	11/04/2022	229.00	51-65-4200
1206	Analytical Lab & Consultants	152939	Water Testing	11/09/2022	396.00	52-65-4200
1206	Analytical Lab & Consultants	153195	Water Testing	11/15/2022	312.00	52-65-4200
1206	Analytical Lab & Consultants	153317	Water Testing	11/18/2022	351.00	52-65-4200
1206	Analytical Lab & Consultants	153457	Water Testing	11/22/2022	351.00	52-65-4200
1206	Analytical Lab & Consultants	153593	Water Testing	11/30/2022	574.00	52-65-4200
Total 1206:					2,213.00	
2225						
2225	B & I Hardware & Rental	573464	P/W Misc Supplies.	11/02/2022	15.99	52-65-2400
2225	B & I Hardware & Rental	574783	P/W Misc Supplies.	11/09/2022	31.16	10-72-6700
2225	B & I Hardware & Rental	576428	P/W Misc Supplies.	11/17/2022	86.97	10-72-6700
Total 2225:					134.12	
3200						
3200	Barnes & Noble, Inc.	4365275	Books	11/29/2022	74.77	24-60-2800
3200	Barnes & Noble, Inc.	4365276	Books	11/29/2022	700.08	24-60-2000
Total 3200:					774.85	
3693						
3693	Branch Engineering Inc	00191028	Engineering Services	11/29/2022	2,566.60	11-60-7975
3693	Branch Engineering Inc	00191029	Engineering Services	11/29/2022	2,242.50	51-78-8015
3693	Branch Engineering Inc	00191031	Engineering Services	11/29/2022	580.00	11-60-7975
3693	Branch Engineering Inc	00191032	Engineering Services	11/29/2022	1,953.08	11-60-7975
Total 3693:					7,342.18	
3697						
3697	Brewer and Coulombe, PC	502932	Attorney Fees	12/15/2022	350.00	10-42-2500
Total 3697:					350.00	
3788						
3788	Cameron McCarthy Landscape	00738	OPRD Grant	11/10/2022	19,966.16	61-70-7500
Total 3788:					19,966.16	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
4003						
4003	Carol Canham	1207221	Reimbursement	12/07/2022	74.99	10-53-2200
4003	Carol Canham	1229221	Reimbursement	12/29/2022	26.73	10-60-2300
Total 4003:					101.72	
2549						
2549	Cascade Columbia Distribution	845094	Misc. P/W Expense	12/02/2022	5,496.60	52-65-4000
2549	Cascade Columbia Distribution	853192	Misc. P/W Expense	11/28/2022	3,365.80	52-65-4000
Total 2549:					8,862.40	
3773						
3773	CenturyLink	620501554	Phone Bill	12/04/2022	.06	10-69-3500
3773	CenturyLink	NOV 2022	Phone Bill	11/26/2022	41.67	52-65-3500
3773	CenturyLink	NOV 2022	Phone Bill	11/26/2022	45.32	52-65-3500
3773	CenturyLink	NOV 2022	Phone Bill	11/26/2022	43.77	51-65-3500
3773	CenturyLink	NOV 2022	Phone Bill	11/26/2022	41.81	51-65-3500
3773	CenturyLink	NOV 2022	Phone Bill	11/26/2022	45.32	52-65-3500
3773	CenturyLink	NOV 2022	Phone Bill	11/26/2022	40.12	52-65-3500
3773	CenturyLink	NOV 2022	Phone Bill	11/26/2022	45.32	52-65-3500
3773	CenturyLink	NOV 2022	Phone Bill	11/26/2022	41.81	10-69-3500
3773	CenturyLink	NOV 2022	Phone Bill	11/26/2022	41.67	52-65-3500
Total 3773:					386.87	
2939						
2939	Cobalt Computer Services, Inc.	24506	Computer Service	11/30/2022	115.00	10-53-2900
2939	Cobalt Computer Services, Inc.	24506	Computer Service	11/30/2022	57.50	24-70-7400
2939	Cobalt Computer Services, Inc.	24506	Computer Service	11/30/2022	776.25	40-67-8100
2939	Cobalt Computer Services, Inc.	24506	Computer Service	11/30/2022	776.25	40-65-8050
2939	Cobalt Computer Services, Inc.	24584	Computer Service	11/30/2022	188.50	40-65-8015
Total 2939:					1,913.50	
3348						
3348	Code Publishing, Inc.	GC0009358	Web Hosting	11/30/2022	175.50	10-60-2000
Total 3348:					175.50	
2720						
2720	Comcast	DEC 2022	Internet Service	12/02/2022	324.68	10-60-2000
2720	Comcast	DEC 2022 LIB	Internet Service	11/23/2022	286.85	24-60-2525
2720	Comcast	DEC 2022 PW	Internet Service	12/01/2022	147.42	51-65-3500
2720	Comcast	DEC 2022 PW	Internet Service	12/01/2022	147.43	52-65-3500
Total 2720:					906.38	
3913						
3913	DataBar Inc	259238	W/S Utility Statements	11/29/2022	14.23	51-74-2200
3913	DataBar Inc	259238	W/S Utility Statements	11/29/2022	14.23	52-74-2200
3913	DataBar Inc	259402	W/S Utility Statements	12/02/2022	199.85	51-74-2200
3913	DataBar Inc	259402	W/S Utility Statements	12/02/2022	199.85	52-74-2200
3913	DataBar Inc	259616	W/S Utility Statements	12/16/2022	345.03	51-74-2200
3913	DataBar Inc	259616	W/S Utility Statements	12/16/2022	345.03	52-74-2200

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 3913:					1,118.22	
3966						
3966	DCBS Fiscal Services	NOV 2022	State Surcharge - Building/Electric	11/30/2022	93.48	27-70-1050
3966	DCBS Fiscal Services	NOV 2022	State Surcharge - Building/Electric	11/30/2022	100.25	26-70-1050
Total 3966:					193.73	
1220						
1220	Hurd's Custom Machinery, Inc.	36208	Public Works Supplies	10/31/2022	74.27	10-72-4000
1220	Hurd's Custom Machinery, Inc.	36252	Public Works Supplies	11/02/2022	13.17	10-72-4000
1220	Hurd's Custom Machinery, Inc.	36483	Public Works Supplies	11/28/2022	3.30	10-72-6700
Total 1220:					90.74	
1221						
1221	Jerry's Home Improvement	172836	Misc Public Works Supplies	11/07/2022	479.96	51-65-2400
1221	Jerry's Home Improvement	173319	Misc Public Works Supplies	11/09/2022	27.92	10-72-6700
1221	Jerry's Home Improvement	174009	Misc Public Works Supplies	11/14/2022	107.97	10-72-6700
1221	Jerry's Home Improvement	176070	Misc Public Works Supplies	11/30/2022	374.99	10-72-4000
Total 1221:					990.84	
3432						
3432	John Deere Financial	5018064	Sweeper	11/15/2022	1,305.89	11-45-3000
Total 3432:					1,305.89	
3968						
3968	Junction City	NOV 2022	Building/Electrical Permit Fees	11/30/2022	729.94	26-70-1000
3968	Junction City	NOV 2022	Building/Electrical Permit Fees	11/30/2022	506.35	27-70-1000
Total 3968:					1,236.29	
3996						
3996	Katherine Hansen	NOV 2022	Reimbursement	11/02/2022	60.73	24-60-3050
Total 3996:					60.73	
3683						
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	44.05	24-60-3050
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	375.10	10-63-2200
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	19.18	24-60-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	19.95	24-60-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	5.99	24-60-2800
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	18.95	24-60-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	18.72	24-60-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	15.73	24-60-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	682.50	10-63-2200
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	64.67	24-60-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	16.29	24-60-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	17.95	24-60-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	1,303.04	10-60-2700
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	500.00	51-74-2300
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	500.00	52-74-2300
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	33.00	10-53-2200

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	74.97	10-60-2300
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	15.80	10-42-2800
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	55.00	10-53-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	74.88	10-72-4000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	42.78	10-72-6700
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	171.25	51-65-3300
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	171.24	52-65-3300
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	4.28	51-65-4600
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	4.29	52-65-4600
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	103.99	11-45-3000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	75.00	52-65-4200
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	101.99	11-45-3000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	52.99	51-65-3300
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	53.00	52-65-3300
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	55.88	51-65-4600
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	62.13	51-76-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	62.12	52-76-2000
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	212.85	51-76-2300
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	212.85	52-76-2300
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	103.00	10-53-2200
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	378.08	10-63-2200
3683	Keybank N.A.	NOVEMBER 2	Misc Credit Card Charges	11/20/2022	187.93	10-63-2200
Total 3683:					5,911.42	
1014						
1014	League of Oregon Cities	11211	Employment Ad	11/07/2022	20.00	10-53-2400
Total 1014:					20.00	
3957						
3957	Library Ideas LLC	95523	Books	12/22/2022	627.70	24-60-2000
Total 3957:					627.70	
1481						
1481	Linn County Road Department	179-23	Road Painting	12/15/2022	4,343.45	11-43-3000
Total 1481:					4,343.45	
3819						
3819	Linn County Treasurer	NOVEMBER 2	Court Revenue Payout	11/30/2022	179.08	10-42-2200
Total 3819:					179.08	
4012						
4012	Luis Tomas Ruiz	NOV 2022	Restitution	11/30/2022	100.00	10-42-2200
Total 4012:					100.00	
3970						
3970	M.L. Houck Construction Co	21-009CFINAL	Construction	08/31/2022	25,309.23	11-60-7975
3970	M.L. Houck Construction Co	M22033 1	Construction	11/29/2022	50,170.00	64-70-7000
3970	M.L. Houck Construction Co	M22033 1	Construction	11/29/2022	9,280.00	62-70-7000
3970	M.L. Houck Construction Co	M22033 1	Construction	11/29/2022	75,816.14	11-60-7975

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 3970:					160,575.37	
2644						
2644	Net Assets	54-202211	Lien Searches	12/01/2022	26.00	10-53-2250
Total 2644:					26.00	
1102						
1102	NW Natural Gas Co.	DEC 2022	Utilities	12/09/2022	222.92	10-69-2000
1102	NW Natural Gas Co.	DEC 2022 PU	Utilities	12/12/2022	49.30	52-65-2700
1102	NW Natural Gas Co.	DEC 2022 PW	Utilities	12/09/2022	896.70	51-65-2700
1102	NW Natural Gas Co.	NOV 2022 PU	Utilities	12/02/2022	49.32	52-65-2700
Total 1102:					1,218.24	
3427						
3427	OHA Cashier	4100366	Water System Fee	12/01/2022	200.00	51-65-5000
Total 3427:					200.00	
1245						
1245	One Call Concepts, Inc.	2110383	Locates	11/30/2022	12.15	51-65-4600
1245	One Call Concepts, Inc.	2110383	Locates	11/30/2022	12.15	52-65-4600
Total 1245:					24.30	
1033						
1033	Oregon Department of Revenue	NOVEMBER 2	Court Revenue Payout	11/30/2022	668.59	10-42-2200
Total 1033:					668.59	
1862						
1862	Oregon DMV	L0040147148	Record Inquiry	11/30/2022	6.65	10-42-2800
Total 1862:					6.65	
3096						
3096	Pacific Office Automation	752732	Telephone	11/23/2022	99.31	10-69-3500
3096	Pacific Office Automation	752732	Telephone	11/23/2022	25.21	24-60-2500
3096	Pacific Office Automation	752732	Telephone	11/23/2022	99.31	51-65-3500
3096	Pacific Office Automation	752732	Telephone	11/23/2022	99.31	52-65-3500
3096	Pacific Office Automation	768545	Copier Contract	11/30/2022	5.94	10-60-2100
3096	Pacific Office Automation	768545	Copier Contract	11/30/2022	5.94	51-74-2000
3096	Pacific Office Automation	768545	Copier Contract	11/30/2022	5.94	52-74-2000
3096	Pacific Office Automation	792760	Copier Contract	12/12/2022	77.68	10-60-2100
3096	Pacific Office Automation	792760	Copier Contract	12/12/2022	77.66	51-74-2000
3096	Pacific Office Automation	792760	Copier Contract	12/12/2022	77.66	52-74-2000
Total 3096:					573.96	
1079						
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	45.47	52-65-2600
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	20.00	10-69-2500
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	7.89	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	391.34	10-69-2500
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	18.05	10-69-2500

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	36.09	10-69-2500
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	51.89	10-69-2500
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	396.22	10-69-2500
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	59.88	52-65-2600
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	66.41	52-65-2600
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	700.03	52-65-2600
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	37.94	52-65-2600
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	26.05	52-65-2600
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	37.27	52-65-2600
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	28.71	10-72-6700
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	247.66	25-65-2500
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	18.58	25-65-2500
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	25.03	25-65-2500
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	94.75	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	63.16	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	24.41	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	390.60	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	71.05	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	1,032.12	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	35.35	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	97.42	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	197.37	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	18.46	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	367.94	10-69-3000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	33.55	11-44-2000
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	4,452.77	51-65-2600
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	1,196.51	51-65-2600
1079	Pacific Power & Light Company	AUG 2022	UTILITIES	08/31/2022	121.30	51-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	43.84	52-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	20.56	10-69-2500
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	7.99	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	11.12	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	413.67	10-69-2500
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	18.05	10-69-2500
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	36.57	10-69-2500
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	152.83	10-69-2500
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	1,234.28	10-69-2500
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	67.44	52-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	159.10	52-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	991.75	52-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	58.25	52-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	26.83	52-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	38.88	52-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	35.12	10-72-6700
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	201.12	25-65-2500
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	31.45	25-65-2500
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	41.71	25-65-2500
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	95.91	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	55.95	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	25.20	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	403.02	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	71.93	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	1,032.32	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	36.66	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	122.28	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	204.45	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	18.05	10-69-3000

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	374.63	10-69-3000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	35.00	11-44-2000
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	3,305.59	51-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	1,477.72	51-65-2600
1079	Pacific Power & Light Company	DEC 2022	UTILITIES	12/21/2022	112.00	51-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	40.90	52-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	20.02	10-69-2500
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	7.91	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	10.91	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	282.87	10-69-2500
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	17.41	10-69-2500
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	33.75	10-69-2500
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	63.36	10-69-2500
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	637.65	10-69-2500
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	53.66	52-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	87.89	52-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	1,031.65	52-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	44.34	52-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	25.27	52-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	38.97	52-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	33.65	10-72-6700
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	78.63	25-65-2500
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	21.96	25-65-2500
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	28.34	25-65-2500
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	95.02	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	55.42	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	24.60	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	393.50	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	71.27	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	1,032.04	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	35.65	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	103.38	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	199.02	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	18.05	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	369.49	10-69-3000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	32.38	11-44-2000
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	3,332.58	51-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	916.41	51-65-2600
1079	Pacific Power & Light Company	NOV 2022	UTILITIES	11/30/2022	80.58	51-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	41.67	52-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	20.51	10-69-2500
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	7.89	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	10.83	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	302.06	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	18.05	10-69-2500
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	33.77	10-69-2500
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	56.95	10-69-2500
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	313.77	10-69-2500
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	48.22	52-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	97.96	52-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	643.29	52-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	34.87	52-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	25.25	52-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	36.46	52-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	35.50	10-72-6700
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	50.34	25-65-2500
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	18.97	25-65-2500

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	22.88	25-65-2500
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	94.77	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	55.28	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	24.42	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	390.77	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	71.06	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	1,032.39	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	35.37	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	97.46	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	197.47	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	18.05	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	368.03	10-69-3000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	33.05	11-44-2000
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	3,525.93	51-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	938.39	51-65-2600
1079	Pacific Power & Light Company	OCT 2022	UTILITIES	10/31/2022	139.28	51-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	47.32	52-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	20.30	10-69-2500
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	7.89	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	6.14	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	384.21	10-69-2500
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	18.05	10-69-2500
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	35.59	10-69-2500
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	54.94	10-69-2500
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	397.40	10-69-2500
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	70.44	52-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	117.64	52-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	697.94	52-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	33.84	52-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	25.56	52-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	36.54	52-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	31.38	10-72-6700
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	52.65	25-65-2500
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	18.58	25-65-2500
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	22.98	25-65-2500
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	94.75	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	58.72	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	24.41	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	390.60	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	71.05	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	1,032.12	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	35.35	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	97.42	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	197.37	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	18.05	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	367.94	10-69-3000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	34.46	11-44-2000
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	4,675.71	51-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	992.29	51-65-2600
1079	Pacific Power & Light Company	SEPT 2022	UTILITIES	09/30/2022	71.49	51-65-2600
Total 1079:					49,773.15	
2108						
2108	Postmaster	PO BOX 2023	City PO Box Fee	12/02/2022	46.68	10-60-2400
2108	Postmaster	PO BOX 2023	City PO Box Fee	12/02/2022	46.66	51-74-2200
2108	Postmaster	PO BOX 2023	City PO Box Fee	12/02/2022	46.66	52-74-2200

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 2108:					140.00	
1658						
1658	Safeguard Business Systems, Inc	35210785	Check Costs	12/09/2022	114.73	10-60-2300
1658	Safeguard Business Systems, Inc	35210785	Check Costs	12/09/2022	114.70	52-74-2400
1658	Safeguard Business Systems, Inc	35210785	Check Costs	12/09/2022	114.70	52-74-2400
Total 1658:					344.13	
3582						
3582	Sierra Springs	21792967 1210	Bottled Water	12/10/2022	85.59	10-53-2200
Total 3582:					85.59	
2927						
2927	Staples Business Advantage	3522204873	Office Supplies	11/01/2022	11.06	10-60-2300
2927	Staples Business Advantage	3522204873	Office Supplies	11/01/2022	11.06	51-74-2400
2927	Staples Business Advantage	3522204873	Office Supplies	11/01/2022	11.06	52-74-2400
2927	Staples Business Advantage	3523492773	Office Supplies	11/19/2022	26.11	10-60-2300
2927	Staples Business Advantage	3523492773	Office Supplies	11/19/2022	26.10	51-74-2400
2927	Staples Business Advantage	3523492773	Office Supplies	11/19/2022	26.09	52-74-2400
2927	Staples Business Advantage	3524005001	Office Supplies	11/26/2022	3.16	10-60-2300
2927	Staples Business Advantage	3524005001	Office Supplies	11/26/2022	3.16	51-74-2400
2927	Staples Business Advantage	3524005001	Office Supplies	11/26/2022	3.17	52-74-2400
2927	Staples Business Advantage	3524309475	Office Supplies	11/30/2022	20.11	10-60-2300
2927	Staples Business Advantage	3524309475	Office Supplies	11/30/2022	20.10	51-74-2400
2927	Staples Business Advantage	3524309475	Office Supplies	11/30/2022	20.11	52-74-2400
2927	Staples Business Advantage	3524777355	Office Supplies	12/03/2022	18.67	10-60-2300
2927	Staples Business Advantage	3524777355	Office Supplies	12/03/2022	18.66	51-74-2400
2927	Staples Business Advantage	3524777355	Office Supplies	12/03/2022	18.66	52-74-2400
2927	Staples Business Advantage	3524914901	Office Supplies	12/06/2022	56.94	10-60-2300
2927	Staples Business Advantage	3524914901	Office Supplies	12/06/2022	56.92	51-74-2400
2927	Staples Business Advantage	3524914901	Office Supplies	12/06/2022	56.92	52-74-2400
Total 2927:					341.70	
3216						
3216	State of Oregon	1213221	Notary Recertification	12/13/2022	40.00	10-53-2200
Total 3216:					40.00	
1023						
1023	Traffic Safety Supply Co., Inc	054724	Misc P/W Exp	11/22/2022	515.48	11-43-2000
Total 1023:					515.48	
3866						
3866	Umpqua Valley Financial, LLC	6420	Audit Services	11/30/2022	1,395.00	10-41-2000
3866	Umpqua Valley Financial, LLC	6420	Audit Services	11/30/2022	585.00	11-42-2000
3866	Umpqua Valley Financial, LLC	6420	Audit Services	11/30/2022	1,215.00	51-60-2000
3866	Umpqua Valley Financial, LLC	6420	Audit Services	11/30/2022	1,305.00	52-60-2000
Total 3866:					4,500.00	
3663						
3663	Water & Sewer Deposit Refund	#1069.06A	Utility Billing Overpayment	12/29/2022	7.83	01-1075

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
3663	Water & Sewer Deposit Refund	#131.01	Utility Billing Overpayment	12/28/2022	181.03	01-1075
3663	Water & Sewer Deposit Refund	#333.06	Utility Billing Overpayment	12/28/2022	59.73	01-1075
3663	Water & Sewer Deposit Refund	#492.03	Utility Billing Overpayment	12/28/2022	46.03	01-1075
3663	Water & Sewer Deposit Refund	#562.14	Utility Billing Overpayment	12/16/2022	65.49	01-1075
3663	Water & Sewer Deposit Refund	#562.14A	Utility Billing Overpayment	12/28/2022	65.49	01-1075
3663	Water & Sewer Deposit Refund	#774.08	Utility Billing Overpayment	12/06/2022	194.84	01-1075
3663	Water & Sewer Deposit Refund	#782.04	Utility Billing Overpayment	12/20/2022	100.00	01-1075
3663	Water & Sewer Deposit Refund	#783.04	Utility Billing Overpayment	12/20/2022	17.36	01-1075
3663	Water & Sewer Deposit Refund	#836.04	Utility Billing Overpayment	12/20/2022	13.87	01-1075
Total 3663:					751.67	
1239						
1239	WECO	CP-00216799	PW Gas Exp	11/30/2022	630.04	11-45-2000
1239	WECO	CP-00216799	PW Gas Exp	11/30/2022	735.05	51-73-2000
1239	WECO	CP-00216799	PW Gas Exp	11/30/2022	735.05	52-73-2000
Total 1239:					2,100.14	
Grand Totals:					281,598.73	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Payment Approval Report
Expense Account Key

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

Report Criteria:

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

Code	Description	Count	Amount	GL Account
Court Costs				
AF	ATTORNEY FEE	1	23.34	
CF	COLLECTION FEE	1	2.34	
COSTS	COURT COSTS	5	138.78	
COURT FEE	CF	1	100.00	
DEF-ADJUD	DEF ADJUDICATION	6	394.50	
LPF	LATE PAYMENT FEE	2	12.26	
PA	PAYMENT ARRANGEMENT- FEE	3	11.12	
SCF	SHOW CAUSE FEE	3	104.17	
SUSP	SUSPENSION FEE	5	17.50	
WF	WARRANT FEE	1	10.99	
Total Court Costs:		28	815.00	
Fines				
GBD	GUILTY BY DEFAULT	13	757.00	
GUILTY	FOUND GUILTY	8	484.69	
Total Fines:		21	1,241.69	
Surcharges				
COUNTY	COUNTY ASSESSMENT	7	86.27	
STATE	STATE ASSESSMENT	19	537.44	
Total Surcharges:		26	623.71	
Grand Totals:		75	2,680.40	

Report Criteria:

Case.Violation date = 12/01/2022-12/31/2022

Agency	Case Number	Citation Numbers	Violation Date	Primary Offense	Location
LC SO	22-T-0296	219232	12/07/2022	VIOLATING BASIC RULE (11-20) OVER	317 LASALLE ST HARRISBURG
COHB	22-M-0048	22-M-0048	12/07/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
LC SO	22-M-0049	219273	12/08/2022	HARASSMENT	100 N 1ST ST & SMITH ST
LC SO	22-M-0050	219274	12/08/2022	HARASSMENT	100 N. 1ST ST & SMITH ST
COBURG PD	22-T-0300	1772	12/10/2022	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	6TH ST & LASALLE ST
COBURG PD	22-T-0299	1773	12/10/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & LASALLE ST
LC SO	22-T-0297	219249	12/10/2022	DWS/REVOKED; DRIVE UNINSURED	799 S 3RD ST/S 2ND ST HARRISBURG
COBURG PD	22-T-0298	190099	12/14/2022	NO OPERATORS LICENSE; PERMIT OPER UNREG VEHICLE	N/B 3RD ST & SMITH ST
LCS	22-T-0301	219286	12/14/2022	DRIVING WHILE UNINSURED; NO OPER LICENSE	272 S. 3RD ST
COBURG PD	22-T-0303	190026	12/15/2022	FTO TCD-SIGN; DRIVE UNINSURED	TERRITORIAL ST & 7TH ST
COBURG PD	22-T-0302	190027	12/15/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	WEST BOUND DIAMOND HILL & 9TH ST
COBURG PD	22-T-0304	190100	12/15/2022	VIOLATING DESIGNATED SPEED 1-10 MPH	WEST BOUND TERRITORIAL ST & 6TH ST
LC SO	22-T-0305	219314	12/17/2022	DWS/REVOKED; DRIVE UNINSURED	1199 S. 6TH ST & PRICEBORO DR
COBURG PD	22-T-0312	190034	12/19/2022	DRIVING WHILE UNINSURED	W/B TERRITORIAL ST & 7TH ST
COBURG PD	22-T-0309	190035	12/19/2022	ILLEGAL WINDOW TINTING; DRIVE UNINSURED	S/B 3RD & 2ND
LC SO	22-T-0306	219321	12/19/2022	DRIVING WHILE UNINSURED	699 TERRITORIAL ST & N. 7TH ST
COBURG PD	22-T-0311	190721	12/20/2022	EXPIRED VEHICLE REGISTRATION	6TH ST & SOMMERVILLE LP
COBURG PD	22-T-0310	190722	12/20/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & SOMMERVILLE LP
LC SO	22-T-0307	219382	12/21/2022	VIOLATING DESIGNATED SPEED 1-10 MPH	839 LASALLE ST/EAGLES WAY HARRISBURG
LC SO	22-T-0308	219391	12/22/2022	DWS/REVOKED; DRIVE UNINSURED; CARELESS DRIVING	100 N 3RD ST/SMITH ST HARRISBURG
COBURG PD	22-T-0313	190021	12/24/2022	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	TERRITORIAL ST & 7TH ST

Grand Totals:

21 CITATIONS ISSUED FOR A TOTAL OF 28 VIOLATIONS INCLUDING 3 MISDEMEANORS.