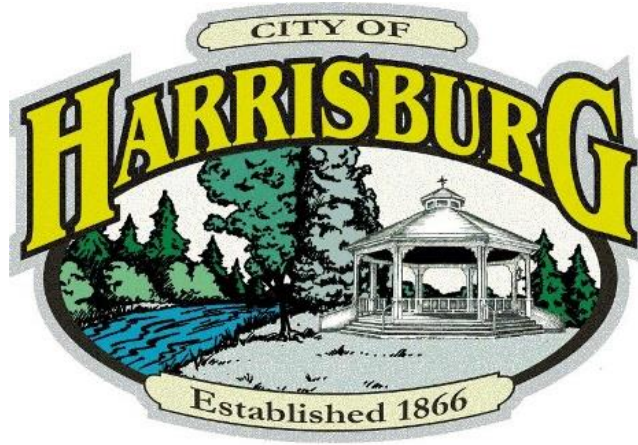




City Council Agenda
October 27, 2026
6:30 PM

Mayor: Robert Duncan
Council President: Mike Caughey
Councilors: Kimberly Downey, Cindy Knox, Dana Henry, Jeremy Moritz
and Dan Meyers
Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

PUBLIC NOTICES:

1. *This meeting is open to the public and will be tape-recorded.*
2. *The City Hall Council Chambers are handicapped accessible. Persons with disabilities wishing accommodations, including assisted listening devices, sign language assistance or interpreter services are requested to contact the City Recorder, at least 48 hours prior to the meeting date. If a meeting is held with less than 48 hours' notice, reasonable effort shall be made to have an interpreter present. The requirement does not apply to an emergency meeting as per ORS 192.630(5).*
3. *If you wish to testify, and are unable to attend, please contact the City Recorder to be placed on a Conference Call list during the meeting.*
4. *The City of Harrisburg does not discriminate against individuals with disabilities and is an equal opportunity provider.*
5. *For more information regarding items of discussion on this agenda, or to be added to our email distribution list please contact City Recorder Lori Ross, at 541-995-6655 or at lross@ci.harrisburg.or.us.*

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan

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

LCSO REPORT

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

STAFF REPORT:

Exhibit A: LCSO Report for September 2026

ACTION: DISCUSSION ONLY

COBURG POLICE TRAFFIC ENFORCEMENT REPORT

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

STAFF REPORT:

Exhibit A: Coburg 3rd Quarter 2026 Overview

Exhibit B: Coburg 3rd Quarter 2026 Stats by Month

Exhibit C: Coburg 3rd Quarter 2026 Hours Billed

ACTION: DISCUSSION ONLY

NEW BUSINESS

3. THE MATTER OF REVIEWING A PERMIT FOR THE 2026 LIGHT PARADE

STAFF REPORT:

Exhibit A: Harrisburg Parade Permit Application

Exhibit B: Renewal Declaration from State Farm

ACTION: MOTION TO APPROVE THE 2026 LIGHT PARADE PERMIT, SUBJECT TO THE CONDITIONS OF APPROVAL

4. THE MATTER OF A DISCUSSION IN RELATION TO A FRANCHISE AGREEMENT.

STAFF REPORT:

Exhibit A: Franchise Agreement Draft

ACTION: TBD

5. THE MATTER OF DISCUSSION IN RELATION TO OUR SOLID WASTE FRANCHISE AGREEMENT/MOU WITH JUNCTION CITY

STAFF REPORT:

Exhibit A: Timeline

Exhibit B: Junction City Figures

Exhibit C: Garbage & Recycling Companies list

ACTION: MOTION TO DIRECT STAFF TO START THE RFP PROCESS TO OBTAIN SOLID WASTE SERVICES

OTHER ITEMS

ADJOURN

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

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

STAFF REPORT:

Exhibit A: LCSO Report for September 2026

ACTION: DISCUSSION ONLY

THIS AGENDA BILL IS DESTINED FOR: Council Agenda, October 27, 2026

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

STAFF RECOMMENDATION:

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

BACKGROUND INFORMATION:

Sergeant Frambes, or a representative from LCSO, will be providing the September 2026 **(EXHIBIT A)** Linn County Sheriff Office City Report this evening.

This process gives Council the chance to review responses and actions in relation to both criminal and non-criminal activities by LCSO deputies in town monthly.

REVIEW AND APPROVAL:

Lori Ross 10/19/2026

Lori Ross/ City Recorder Date



LINN COUNTY SHERIFF'S OFFICE

Michelle Duncan, Sheriff

1115 S.E. Jackson Street, Albany, OR 97322

Albany, OR. 97322

Phone: 541-967-3950

www.linnsheriff.org

2026

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

FOR THE MONTH OF: SEPTEMBER

TRAFFIC CITATIONS: -----	12
TRAFFIC WARNINGS: -----	17
TRAFFIC CRASHES: -----	2
ARRESTS MADE: -----	7
COMPLAINTS/INCIDENTS INVESTIGATED:-----	164

TOTAL HOURS SPENT: HARRISBURG
277.75 Hours

CONTRACT HOURS= 275 HOURS

**Michelle Duncan,
Sheriff, Linn County**

By: Sgt. Steven Frambes



**MONTHLY BULLETIN OF DISPATCHED
CALLS AND CASES
FOR CONTRACT CITIES**

This Report Encompasses: 9/ 1/26 to 9/30/26

1.

Total Incidents This Month: **164**

Incident Information:	Description
CAD# 2026162021 TIME: 9/1/2026 2:17:16AM CASE# CAD Only HBRG CAD CALL COMPLETE	ANIMAL COMPLAINT Reported at Block of 200 MACY ST/S 3RD ST HBRG Caller reported deceased cat on side of road.
CAD# 2026162182 TIME: 9/1/2026 10:33:06AM CASE# CAD Only HBRG CITE SPEEDING VIOLATION	TRAFFIC STOP Reported at Block of 400 S 3RD ST HBRG Brady Hoosema, 32 of Canada was issued a citation for speed
CAD# 2026162216 TIME: 9/1/2026 11:11:39AM CASE# CAD Only HBRG CAD CALL COMPLETE	FOLLOW UP Reported at Block of 800 SOMMERVILLE LOOP HBRG Deputy conducted follow up
CAD# 2026162389 TIME: 9/1/2026 3:37:43PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS PERSON Reported at Block of 300 S 2ND ST HBRG Caller reported a male sitting on her neighbors steps. Male had left by the time the deputy arrived.
CAD# 2026162397 TIME: 9/1/2026 3:55:37PM CASE# CAD Only HBRG CAD CALL COMPLETE	CRIMINAL MISCHIEF Reported at Block of 700 SMITH ST HBRG Caller reported a female sprayed rocks at her with a lawn mower, due to the female being confused about her property line. Non-criminal.

Incident Information:

Description

1.

CAD# 2026162405
TIME: 9/1/2026 4:02:27PM
CASE# CAD Only
HBRG
FOLLOW UP COMPLETE

FOLLOW UP Reported at Block of 600 DEMPSEY ST HBRG

Follow up on previous investigation.

CAD# 2026162729
TIME: 9/2/2026 5:37:10AM
CASE# 2603427
HBRG
CITATION ISSUED

Report Filed. HARRISBURG-OTHER CITY ORDINANCES Reported At Block Of 100 SMITH ST Occurred between 0537 hours on 9/2/2026 and 0537 hours on 9/2/2026 . Reported:

Will Harvel, 33, of Harrisburg was cited for Unreasonable Noise at a gym in Harrisburg.

CAD# 2026162730
TIME: 9/2/2026 5:42:41AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

TRAFFIC HAZARD Reported at Block of 100 S 3RD ST/SMITH ST HBRG

Deputy responded to a traffic hazard. A kitchen stove was found to be partially in the road. The stove was moved out of the road.

CAD# 2026162879
TIME: 9/2/2026 10:51:24AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

MVC NON INJURY Reported at Block of 800 S 3RD ST HBRG

Motor vehicle crash on the bridge. Call transferred to OSP

CAD# 2026162883
TIME: 9/2/2026 10:54:28AM
CASE# CAD Only
HBRG
CALL TRANSFERRED TO OTI

TRANSFER 911 INFO - LAW CALL Reported at Block of 800 S 3RD ST HBRG

CAD# 2026163104
TIME: 9/2/2026 4:44:38PM
CASE# CAD Only
HBRG
WARNING EQUIPMENT VIOL

TRAFFIC STOP Reported at Block of 600 TERRITORIAL ST HBRG

Stopped for expired registration. Operator purchased the car two weeks ago.

Incident Information:

Description

1.

CAD# 2026163109
TIME: 9/2/2026 4:53:56PM
CASE# CAD Only
HBRG
FOLLOW UP COMPLETE

SUSPECT FOLLOW UP Reported at Block of 600 DEMPSEY ST HBRG

Jacob Meier, 34 of Harrisburg, was arrested for first degree sex abuse and first degree unlawful sexual penetration.

CAD# 2026163201
TIME: 9/2/2026 6:57:14PM
CASE# 2603443
HBRG
REPORT TAKEN

Report Filed. INFO-SUSPICIOUS CIRCUMSTANCE Reported At Block Of 500 N 7TH ST
Occurred between 1857 hours on 9/2/2026 and 1857 hours on 9/2/2026 . Reported:

Deputy responded and investigated a domestic dispute.

CAD# 2026163276
TIME: 9/2/2026 9:44:01PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

SUSPICIOUS PERSON Reported at Block of 400 TERRITORIAL ST HBRG

Report of a male looking through garbage cans at a business. Deputies searched the area and did not locate anyone matching the description.

CAD# 2026163948
TIME: 9/3/2026 8:48:53PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 600 N 3RD ST HBRG

Deputy contacted a suspicious vehicle

CAD# 2026163951
TIME: 9/3/2026 8:50:28PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

DOMESTIC DISTURBANCE Reported at Block of 1000 KOBE LN HBRG

Deputy responded to a non-criminal juvenile complaint. Parties were talked with and resources were discussed.

CAD# 2026164041
TIME: 9/4/2026 1:16:35AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted extra patrol at Eagle Park after close, no persons located.

Incident Information:	Description	1.
CAD# 2026164262 TIME: 9/4/2026 11:40:59AM CASE# CAD Only HBRG HARRISBURG	TRAFFIC COMPLAINT Reported at Block of 600 ERICA PL HBRG Traffic complaint. Vehicle and people were no longer driving when deputy arrived .	
CAD# 2026164347 TIME: 9/4/2026 2:12:44PM CASE# CAD Only HBRG HARRISBURG	TRAFFIC COMPLAINT Reported at Block of 800 N 7TH ST HBRG Caller had questions about people riding dirt bikes, atvs and go carts in the road. Deputy spoke with the caller and asked them to call in again when it's actively occurring.	
CAD# 2026164629 TIME: 9/4/2026 10:24:57PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS CIRCUMSTANCE Reported at Block of 100 SMITH ST HBRG A passing aircraft reported someone shined a laser at it from the Harrisburg area . The source of the laser is unknown.	
CAD# 2026164667 TIME: 9/4/2026 11:49:20PM CASE# 2603479 HBRG REPORT TAKEN	Report Filed. DUII - BAC TEST NOT GIVEN Reported At Block Of 700 S 2ND ST/S 3RD ST Occurred between 2348 hours on 9/4/2026 and 2349 hours on 9/4/2026 . Reported: A two vehicle motor vehicle crash occurred involving a passenger vehicle and a loaded chip truck. The driver of the passenger vehicle, a 17-year-old juvenile from Monroe, was transported to RiverBend Hospital and will be referred to the Juvenile Department for DUII.	
CAD# 2026164696 TIME: 9/5/2026 12:47:14AM CASE# CAD Only HBRG CAD CALL COMPLETE	DISTURBANCE Reported at Block of 800 LASALLE ST/S 9TH ST HBRG LCSO, OSP and the Junction City Police Department responded to a disturbance in Harrisburg. No crimes were reported upon investigation and the involved parties were advised to stay separated for the remainder of the night.	
CAD# 2026164725 TIME: 9/5/2026 1:48:49AM CASE# 2603481 HBRG REPORT TAKEN	Report Filed. THEFT 2 - FROM VEHICLE Reported At Block Of 800 EAGLES WAY Occurred between 0148 hours on 9/5/2026 and 0148 hours on 9/5/2026 . Reported: Ashlee Hurst, 42 of Junction City was arrested for the crimes of Unlawful Entry to a Motor Vehicle and Theft II. Ashlee was transported and lodged at the Linn County Jail.	

Incident Information:	Description	1.
CAD# 2026164899 TIME: 9/5/2026 12:00:16PM CASE# 2603481 HBRG REPORT TAKEN	Report Filed. THEFT 2 - FROM VEHICLE Reported At Block Of 800 EAGLES WAY Occurred between 0148 hours on 9/5/2026 and 0148 hours on 9/5/2026 . Reported: Burglary. Deputy responded to a report of a cold burglary and conducted an investigation. Christopher Brakebill, 58 of Harrisburg was subsequently arrested for burglary and theft and transported to Linn County jail. Ongoing investigation.	
CAD# 2026165117 TIME: 9/5/2026 6:19:50PM CASE# CAD Only HBRG CAD CALL COMPLETE	TRAFFIC COMPLAINT Reported at Block of 600 ERICA PL HBRG Reported juvenile riding e-bike on street. Juvenile contacted and warned.	
CAD# 2026165196 TIME: 9/5/2026 8:22:48PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS CIRCUMSTANCE Reported at Block of 600 SMITH ST HBRG Reported male trespassing on neighbors property. Determined to be non criminal as caller just wanted documentation of event.	
CAD# 2026165399 TIME: 9/6/2026 7:30:19AM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPECT FOLLOW UP Reported at Block of 300 N 7TH PL HBRG Suspect Follow Up. Shelley Bessey, 64 of Harrisburg, was arrested for burglary, theft, and criminal mischief and transported to Linn County jail.	
CAD# 2026165449 TIME: 9/6/2026 9:49:14AM CASE# 2603494 HBRG REPORT TAKEN	Report Filed. LURING A MINOR Reported At Block Of 100 SMITH ST Occurred between 1109 hours on 8/26/2026 and 1109 hours on 8/26/2026 . Reported: 9/6/2026 Officer Deputy conducted an internet crimes against children investigation. The deputy was contacted by an adult male and a online sex offense crime was committed . This is an ongoing investigation.	
CAD# 2026165500 TIME: 9/6/2026 11:42:52AM CASE# CAD Only HBRG CAD CALL COMPLETE	EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG Deputy conducted extra patrol in an known illegal camping area. During the extra patrol, the deputy did not locate anyone.	

Incident Information:	Description	1.
CAD# 2026165519 TIME: 9/6/2026 12:17:26PM CASE# CAD Only HBRG WARNING EQUIPMENT VIOL	TRAFFIC STOP Reported at Block of 800 S 3RD ST HBRG Deputy conducted a traffic stop for failure to renew registration . The driver received a verbal warning.	
CAD# 2026165525 TIME: 9/6/2026 12:23:43PM CASE# CAD Only HBRG CAD CALL COMPLETE	FOLLOW UP Reported at Block of 900 S 6TH ST HBRG Deputy conducted follow up for a crash.	
CAD# 2026165585 TIME: 9/6/2026 2:31:58PM CASE# CAD Only HBRG CAD CALL COMPLETE	TRAFFIC COMPLAINT Reported at Block of 600 ERICA PL HBRG Traffic complaint. Vehicle and people were no longer driving when deputy arrived .	
CAD# 2026165673 TIME: 9/6/2026 5:37:42PM CASE# CAD Only HBRG CAD CALL COMPLETE	DOG COMPLAINT Reported at Block of 400 PEORIA RD HBRG Deputy responded to a dog complaint but was unable to locate the dog and the reporting person was not answering their cell phone.	
CAD# 2026165682 TIME: 9/6/2026 5:50:39PM CASE# 2603521 HBRG REPORT TAKEN	Report Filed. BURGLARY 2 - OTHER STRUCTURE Reported At Block Of 100 KESLING ST Occurred between 1200 hours on 9/4/2026 and 1750 hours on 9/6/2026 . Reported: Deputy took a report of a Burglary from a detached shed where a tool box with tools was stolen. Investigation ongoing.	
CAD# 2026165773 TIME: 9/6/2026 9:25:32PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS PERSON Reported at Block of 300 S 2ND ST HBRG Deputy gathered information on a suspicious person in Harrisburg.	

Incident Information:	Description	1.
CAD# 2026166145 TIME: 9/7/2026 2:58:55PM CASE# CAD Only HBRG HARRISBURG	PHONE HARASSMENT Reported at Block of 800 SOMMERVILLE LOOP HBRG Deputies responded to a phone harassment call for service between two ex lovers.	
CAD# 2026166279 TIME: 9/7/2026 7:21:22PM CASE# CAD Only HBRG WARNING MOVING VIOLATIC	TRAFFIC STOP Reported at Block of 900 MONROE ST HBRG Deputy conducted a traffic stop on a juvenile riding an E-Bike under age, warning issued.	
CAD# 2026166344 TIME: 9/7/2026 9:17:29PM CASE# CAD Only HBRG CITE DWS NO ODL	TRAFFIC STOP Reported at Block of 100 S 3RD ST/MOORE ST HBRG Deputy conducted a traffic stop and issued a Driving While Suspended Violation citation to Michael Apodoca (52) of Junction City.	
CAD# 2026166419 TIME: 9/7/2026 11:50:41PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS VEHICLE Reported at Block of 200 SOMMERVILLE AVE HBRG Deputy contacted a suspicious vehicle in an industrial area after business hours.	
CAD# 2026166862 TIME: 9/8/2026 3:55:01PM CASE# CAD Only HBRG CAD CALL COMPLETE	TRESPASS Reported at Block of 900 LASALLE ST HBRG Reported trespasser left the property prior to Deputy arrival. Caller advised LE response was no longer needed.	
CAD# 2026166894 TIME: 9/8/2026 4:44:07PM CASE# 2603557 HBRG REPORT TAKEN	Report Filed. RAPE 2 Reported At Block Of 1000 APPLEGATE PL Occurred between 1644 hours on 9/8/2026 and 1644 hours on 9/8/2026 . Reported: 9/8/2026 Officer Statement: Deputy responded to a reported sexual assault. This is an open investigation.	

Incident Information:

Description

1.

CAD# 2026166947
TIME: 9/8/2026 6:05:56PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

FRAUD Reported at Block of 900 GREENWAY DR HBRG

Deputy received a complaint of a scam attempt where the victim noticed it was a scam and did not give any information to the scammers.

CAD# 2026167104
TIME: 9/8/2026 10:46:13PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

CITIZEN CONTACT Reported at Block of 900 SOMMERVILLE LOOP/HECKART LN HBRG

Deputy contacted citizens walking at night. Non Criminal.

CAD# 2026167119
TIME: 9/8/2026 11:18:51PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 700 S 2ND ST HBRG

Deputy conducted extra patrol at Harrisburg Public Works.

CAD# 2026167294
TIME: 9/9/2026 8:54:17AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted extra patrol in a known illegal camping location. During the extra patrol, the deputy did not locate any camp sites.

CAD# 2026167382
TIME: 9/9/2026 11:25:17AM
CASE# CAD Only
HBRG
MENTAL HEALTH

SUSPICIOUS CIRCUMSTANCE Reported at Block of 800 BURTON ST HBRG

Mental Health

CAD# 2026167520
TIME: 9/9/2026 2:21:17PM
CASE# 2603543
HBRG
REPORT TAKEN

Report Filed. PROPERTY, FOUND Reported At Block Of 100 SMITH ST Occurred between 1700 hours on 9/4/2026 and 0700 hours on 9/8/2026 . Reported: 9/9/2026 Officer

Deputy responded to a found property (wallet). The deputy attempted contact with the wallets owner but wasn't able to locate him. The wallet was entered to evidence for safe keeping.

Incident Information:	Description	1.
CAD# 2026167733 TIME: 9/9/2026 7:00:33PM CASE# CAD Only HBRG CAD CALL COMPLETE	DHS 307 REFERRAL Reported at Block of 700 ERICA WAY HBRG Reported abuse on adult determined to be non-criminal.	
CAD# 2026167931 TIME: 9/10/2026 3:58:38AM CASE# CAD Only HBRG CAD CALL COMPLETE	ALARM LAW ONLY Reported at Block of 300 S 3RD ST HBRG Deputy responded to a commercial burglary alarm. False alarm.	
CAD# 2026167967 TIME: 9/10/2026 6:10:05AM CASE# 2603549 HBRG REPORT TAKEN	REPORT PENDING. Original Call Type: SEX OFFENSE Reported At Block Of 100 SMITH ST Occurred between 0610 hours on 9/10/2026 and 0610 hours on 9/10/2026 . Reported: Deputy conducted an internet crimes against children investigation. The deputy was contacted by an adult male and a online sex offense crime was committed . This is an ongoing investigation.	
CAD# 2026168055 TIME: 9/10/2026 9:24:43AM CASE# CAD Only HBRG CAD CALL COMPLETE	FOLLOW UP Reported at Block of 500 6TH PL HBRG 	
CAD# 2026168092 TIME: 9/10/2026 10:13:38AM CASE# CAD Only HBRG CAD CALL COMPLETE	EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG Deputy responded to a reported illegal camp being set up in a city park. When the deputy arrived he did not locate the possible campsite.	
CAD# 2026168840 TIME: 9/11/2026 11:36:50AM CASE# CAD Only HBRG CAD CALL COMPLETE	DHS 307 REFERRAL Reported at Block of 600 LASALLE ST HBRG Third party report, no supporting observations. At this time, the allegation is best addressed by DHS. NFA	

Incident Information:

Description

1.

CAD# 2026168856
TIME: 9/11/2026 12:03:49PM
CASE# CAD Only
HBRG

INFORMATION ONLY REPORT Reported at Block of 300 PARK LN HBRG

Neighbor vs neighbor issue over parking

CAD# 2026168926
TIME: 9/11/2026 1:40:18PM
CASE# 2603583
HBRG

REPORT TAKEN

Report Filed. ASSAULT 4 - SIMPLE ASLT DOMESTIC Reported At Block Of 800 SOMMERVILLE LOOP Occurred between 2200 hours on 9/10/2026 and 1340 hours on

Deputies investigate reported assault involving a juvenile, investigation ongoing

CAD# 2026169159
TIME: 9/11/2026 6:11:22PM
CASE# CAD Only
HBRG

HARRISBURG

EVENT DETAIL Reported at Block of 400 S 9TH ST HBRG

Deputies attended Eagle Mania and football game.

CAD# 2026169177
TIME: 9/11/2026 6:30:15PM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

CITIZEN CONTACT Reported at Block of 500 LASALLE ST HBRG

Deputy contacted a citizen due to suspicious circumstances.

CAD# 2026169181
TIME: 9/11/2026 6:39:59PM
CASE# CAD Only
HBRG

CITE CELLPHONE VIOLATION

TRAFFIC STOP Reported at Block of 700 LASALLE ST/S 8TH PL HBRG

Deputy conducted a traffic stop and issued a citation to Summer Hawkins (44) of Eugene for using a cell phone while driving.

CAD# 2026169289
TIME: 9/11/2026 9:16:10PM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 500 S 3RD ST HBRG

Deputy checked on a suspicious person report, no person located at this time.

Incident Information:

Description

1.

CAD# 2026169359
TIME: 9/12/2026 12:19:04AM
CASE# 2603586
HBRG
REPORT TAKEN

Report Filed. THEFT 1 - OTHER Reported At Block Of 200 SMITH ST Occurred between 2100 hours on 9/11/2026 and 0000 hours on 9/12/2026 . Reported: 9/12/2026 Officer

Deputy took a report of a theft of a backpack containing a firearm. The caller brought her backpack into the Grid Iron Bar, and several hours later she realized it was missing.

CAD# 2026169398
TIME: 9/12/2026 2:35:10AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted extra patrol in Eagle Park after close, no persons located.

CAD# 2026169404
TIME: 9/12/2026 3:09:26AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

CITIZEN CONTACT Reported at Block of 400 SMITH ST HBRG

Deputy contacted a citizen sitting across from the fire station with a video game console.

CAD# 2026169427
TIME: 9/12/2026 4:58:16AM
CASE# CAD Only
HBRG
MENTAL HEALTH

WELFARE CHECK Reported at Block of 900 LASALLE ST HBRG

Deputy's conducted welfare check on Harrisburg resident and found that he was unharmed and safe.

CAD# 2026169434
TIME: 9/12/2026 5:13:13AM
CASE# 2603589
HBRG
REPORT TAKEN

Report Filed. VIOL RELEASE AGREEMENT Reported At Block Of 300 N 7TH PL Occurred between 0512 hours on 9/12/2026 and 0513 hours on 9/12/2026 . Reported: 9/12/2026

Deputies responded to a no contact order violation in progress, Brett Blair (28) of Harrisburg was located and lodged at the jail for Violation of a Release Agreement .

CAD# 2026169572
TIME: 9/12/2026 11:51:05AM
CASE# CAD Only
HBRG
FOLLOW UP COMPLETE

FOLLOW UP Reported at Block of 200 SMITH ST HBRG

No Public Narrative.

Incident Information:

Description

1.

CAD# 2026169653
TIME: 9/12/2026 2:10:14PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

ILLEGAL CAMPING Reported at Block of 500 S 3RD ST HBRG

-
Deputies checked on illegal encampment. No person was found.

CAD# 2026169788
TIME: 9/12/2026 6:22:45PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

FOLLOW UP Reported at Block of 200 SMITH ST HBRG

Deputy conducted follow-up on theft of firearm case.

CAD# 2026169820
TIME: 9/12/2026 7:40:51PM
CASE# CAD Only
HBRG
WARNING EQUIPMENT VIOL

TRAFFIC STOP Reported at Block of 500 TERRITORIAL ST HBRG

Deputy conducted a traffic stop and Alysha Postle (32) of Harrisburg was cited for driving while suspended violation.

CAD# 2026169866
TIME: 9/12/2026 9:12:35PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

BURGLARY Reported at Block of 100 N 3RD ST HBRG

Deputy responded to possible burglary in progress. No one located, and no signs of forced access were observed on the building.

CAD# 2026169897
TIME: 9/12/2026 10:16:00PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 500 S 3RD ST HBRG

Deputy responded to a suspicious person called in, person was gone upon arrival.

CAD# 2026169955
TIME: 9/13/2026 12:31:18AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted extra patrol at Eagle Park after close, no persons located.

Incident Information:	Description	1.
CAD# 2026170055 TIME: 9/13/2026 8:08:34AM CASE# CAD Only HBRG CAD CALL COMPLETE	CITIZEN CONTACT Reported at Block of 300 SMITH ST HBRG - Deputies contact Citizen with concerns of returning found property.	
CAD# 2026170475 TIME: 9/13/2026 11:36:34PM CASE# CAD Only HBRG CAD CALL COMPLETE	EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG Deputy conducted extra patrol at Eagle Park after park close, no persons located.	
CAD# 2026170484 TIME: 9/14/2026 12:21:04AM CASE# CAD Only HBRG	OD INGESTION POISONING Reported at Block of 800 S 9TH ST HBRG Accidental overdose. Medics responded.	
CAD# 2026170900 TIME: 9/14/2026 3:30:48PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS CIRCUMSTANCE Reported at Block of 800 S 3RD ST HBRG Reported citizen concerned for person on bridge. Deputy drove to area and unable to locate anyone in area.	
CAD# 2026171033 TIME: 9/14/2026 6:52:24PM CASE# CAD Only HBRG CAD CALL COMPLETE	DHS 307 REFERRAL Reported at Block of 800 S 9TH ST HBRG DHS Cross Report. Non-criminal.	
CAD# 2026171070 TIME: 9/14/2026 8:15:27PM CASE# CAD Only HBRG	ALARM LAW ONLY Reported at Block of 100 SMITH ST HBRG No Public Narrative.	

Incident Information:	Description	1.
CAD# 2026171091 TIME: 9/14/2026 9:01:51PM CASE# CAD Only HBRG CAD CALL COMPLETE	EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG Deputy conducted extra patrol at a known illegal camping spot. During the area search, the deputy did not locate anyone.	
CAD# 2026171191 TIME: 9/15/2026 1:31:44AM CASE# CAD Only HBRG CAD CALL COMPLETE	TRAFFIC STOP Reported at Block of 400 LASALLE ST/S 5TH ST HBRG Deputy arrested James Edward Walters, 55 year old male from Eugene, Oregon for luring a minor, online sexual corruption of a child in the 1st degree and attempted delivery of fentanyl. James was transported and lodged in the Linn County Jail.	
CAD# 2026171234 TIME: 9/15/2026 6:08:25AM CASE# CAD Only HBRG	911 HANG UP CALL Reported at Block of 700 S 3RD ST HBRG Accidental dial	
CAD# 2026171389 TIME: 9/15/2026 10:57:43AM CASE# CAD Only HBRG	PRIVATE PROPERTY TOW Reported at Block of 900 LASALLE ST HBRG Private party tow	
CAD# 2026171619 TIME: 9/15/2026 4:22:03PM CASE# CAD Only HBRG WARNING ISSUED	TRAFFIC STOP Reported at Block of 600 N 8TH ST/DIAMOND HILL DR HBRG Driver warned for equipment violation.	
CAD# 2026171633 TIME: 9/15/2026 4:41:45PM CASE# CAD Only HBRG CITE DWS NO ODL	TRAFFIC STOP Reported at Block of 300 N 3RD ST HBRG Craig Holcomb, 51, of Albany was cited for Driving while suspended near Harrisburg.	

Incident Information:	Description	1.
CAD# 2026171666 TIME: 9/15/2026 5:25:06PM CASE# CAD Only HBRG WARNING ISSUED	TRAFFIC STOP Reported at Block of 500 N 3RD ST HBRG Driver warned for equipment violation.	
CAD# 2026171704 TIME: 9/15/2026 6:31:31PM CASE# CAD Only HBRG CALL TRANSFERRED TO OTI	TRANSFER 911 INFO - LAW CALL Reported at Block of 200 SMITH ST HBRG 	
CAD# 2026171755 TIME: 9/15/2026 8:28:55PM CASE# CAD Only HBRG CAD CALL COMPLETE	ALARM LAW ONLY Reported at Block of 100 SMITH ST HBRG A deputy set off the building alarm he entered and did not deactivate it before the alarm company reported it. No crime.	
CAD# 2026171784 TIME: 9/15/2026 9:34:29PM CASE# CAD Only HBRG	INFORMATION ONLY REPORT Reported at Block of 800 SPURLOCK ST HBRG caller said someone pounded on her door	
CAD# 2026171897 TIME: 9/16/2026 2:37:41AM CASE# CAD Only HBRG CAD CALL COMPLETE	EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG Deputy conducted extra patrol in a known illegal camping area. The deputy did not locate anyone.	
CAD# 2026172007 TIME: 9/16/2026 9:04:54AM CASE# CAD Only HBRG CITE MOVING VIOLATION	TRAFFIC STOP Reported at Block of 800 S 6TH ST HBRG Deputy conducted a traffic stop for a moving violation and Gavin Lensink (29) of Springfield was cited for fail to obey a traffic control device - stop sign.	

Incident Information:

Description

1.

CAD# 2026172015
TIME: 9/16/2026 9:16:29AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

LITTERING VIOLATION Reported at Block of 800 S 3RD ST HBRG

Deputy responded to the report of abandoned property, no persons located. Referred to outside agency for removal.

CAD# 2026172075
TIME: 9/16/2026 10:38:58AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

FOLLOW UP Reported at Block of 200 SMITH ST HBRG

Deputy conducted follow-up on a theft of a firearm investigation.

CAD# 2026172273
TIME: 9/16/2026 3:10:57PM
CASE# CAD Only
HBRG
HARRISBURG

SUSPICIOUS PERSON Reported at Block of 300 N 6TH ST HBRG

Person warned for soliciting without license in Harrisburg.

CAD# 2026172701
TIME: 9/17/2026 8:03:17AM
CASE# CAD Only
HBRG
WARNING SPEEDING VIOLAT

TRAFFIC STOP Reported at Block of 800 SMITH ST HBRG

Deputy conducted a traffic stop for a moving violation and issued a warning .

CAD# 2026172739
TIME: 9/17/2026 9:19:07AM
CASE# CAD Only
HBRG
WARNING MOVING VIOLATIC

TRAFFIC STOP Reported at Block of 800 S 6TH ST/SOMMERVILLE LOOP HBRG

Deputy conducted a traffic stop and issued a warning for a moving violation .

CAD# 2026172881
TIME: 9/17/2026 1:24:49PM
CASE# CAD Only
HBRG
HARRISBURG

JUVENILE COMPLAINT Reported at Block of 400 S 9TH ST HBRG

Deputies responded to a fight between high school students.

Incident Information:

Description

1.

CAD# 2026173042
TIME: 9/17/2026 4:37:07PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 700 N 9TH ST HBRG

Caller upset over a person known to him, taking pictures of his residence.

CAD# 2026173132
TIME: 9/17/2026 6:30:12PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EVENT DETAIL Reported at Block of 300 SMITH ST HBRG

Deputies attend the Rail project meeting.

CAD# 2026173503
TIME: 9/18/2026 10:32:58AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 200 TERRITORIAL ST/N 3RD ST HBRG

Deputy responds to traffic complaint. Unable to locate vehicles.

CAD# 2026173641
TIME: 9/18/2026 2:05:21PM
CASE# CAD Only
HBRG
WARNING ISSUED

TRAFFIC STOP Reported at Block of 200 TERRITORIAL ST/N 3RD ST HBRG

Driver warned for equipment violation.

CAD# 2026173651
TIME: 9/18/2026 2:12:01PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

CITIZEN CONTACT Reported at Block of 200 N 3RD ST HBRG

Deputy contacted 2 juveniles and warned them for walking on railroad tracks.

CAD# 2026173698
TIME: 9/18/2026 3:03:23PM
CASE# CAD Only
HBRG
CITE DWS NO ODL

TRAFFIC STOP Reported at Block of 200 N 3RD ST HBRG

Mario Borre, 78, of Harrisburg was cited for Driving While Suspended in Harrisburg.

Incident Information:

Description

1.

CAD# 2026173716
TIME: 9/18/2026 3:23:12PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

SUSPICIOUS PERSON Reported at Block of 300 N 3RD ST HBRG

Duplicate call, previously investigated.

CAD# 2026173719
TIME: 9/18/2026 3:24:53PM
CASE# 2603681
HBRG
REPORT TAKEN

REPORT PENDING. Original Call Type: MVC INJURY Reported At Block Of 300 N 3RD ST
Occurred between 1524 hours on 9/18/2026 and 1524 hours on 9/18/2026 . Reported:

Deputy responds to a motor vehicle crash in Harrisburg with minor injuries in the Dollar General parking lot.

CAD# 2026174233
TIME: 9/19/2026 10:02:01AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

PARKING COMPLAINT Reported at Block of 800 MONROE ST HBRG

Deputy responds to parking complaint. Owner was warned for being parked illegally.

CAD# 2026174263
TIME: 9/19/2026 10:53:36AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

SHOTS HEARD Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy responds to shots heard at Eagle park determined to be legal hunters on the waterway.

CAD# 2026174448
TIME: 9/19/2026 4:19:31PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

JUVENILE COMPLAINT Reported at Block of 800 ARROW LEAF PL/ARROW LEAF AVE
HBRG

Deputies contact juveniles with dirt bike and go-cart on roadway. Juveniles and juveniles parents contacted for a substantial amount of time.

CAD# 2026174565
TIME: 9/19/2026 7:26:46PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

ATL POSS DUI Reported at Block of 800 S 6TH ST/SOMMERVILLE LOOP HBRG

Deputy responded to a possible DUI driver. The deputy contacted the driver and determined their was no sign of impairment. No crime.

Incident Information:

Description

1.

CAD# 2026174636
TIME: 9/19/2026 9:17:20PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted extra patrol at a known illegal camping location. The deputy did not locate anyone.

CAD# 2026175084
TIME: 9/20/2026 3:29:58PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

PARK PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducts extra patrol at Eagle Park in Harrisburg.

CAD# 2026175151
TIME: 9/20/2026 5:16:24PM
CASE# CAD Only
HBRG
CITATION ISSUED

TRAFFIC STOP Reported at Block of 600 QUINCY ST/N 6TH ST HBRG

Bryan Cook, 31, of Harrisburg was cited for Failure to Carry Proof of Insurance in Harrisburg.

CAD# 2026175258
TIME: 9/20/2026 8:13:11PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

JUVENILE COMPLAINT Reported at Block of 400 S 9TH ST HBRG

Deputy responded to a call of kids playing on a high school softball field after 2000 hours. When the deputy arrived he did not locate anyone playing on or near the field.

CAD# 2026175273
TIME: 9/20/2026 8:40:35PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted extra patrol in a known illegal camping area. The deputy did not locate anyone.

CAD# 2026175579
TIME: 9/21/2026 11:24:44AM
CASE# CAD Only
HBRG
WARNING EQUIPMENT VIOL/

TRAFFIC STOP Reported at Block of 700 DIAMOND HILL DR HBRG

Deputy conducted a traffic stop for an equipment violation and issued a warning .

Incident Information:

Description

1.

CAD# 2026175671
TIME: 9/21/2026 1:33:28PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 700 S 2ND ST HBRG

Deputy conducted extra patrol.

CAD# 2026175731
TIME: 9/21/2026 2:48:20PM
CASE# CAD Only
HBRG
WARNING EQUIPMENT VIOL

TRAFFIC STOP Reported at Block of 300 N 6TH ST/TERRITORIAL ST HBRG

Deputy conducted a traffic stop and issued an equipment violation warning .

CAD# 2026175748
TIME: 9/21/2026 3:05:37PM
CASE# CAD Only
HBRG
WARNING EQUIPMENT VIOL

TRAFFIC STOP Reported at Block of 300 LASALLE ST HBRG

Deputy conducted a traffic stop for an equipment violation and issued several warnings .

CAD# 2026175771
TIME: 9/21/2026 3:35:19PM
CASE# CAD Only
HBRG
WARNING SPEEDING VIOLAT

TRAFFIC STOP Reported at Block of 600 S 6TH ST/LASALLE ST HBRG

Deputy conducted a traffic stop for a speeding violation and issued a warning .

CAD# 2026175780
TIME: 9/21/2026 3:48:37PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

CITIZEN CONTACT Reported at Block of 500 SMITH ST HBRG

Deputy contacted a citizen and discussed ORS.

CAD# 2026175839
TIME: 9/21/2026 4:41:30PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

FOUND PERSON Reported at Block of 600 ERICA PL HBRG

Deputy responded to a child that had gotten lost while riding his bicycle. The child's parent was located and the incident was found to be non-criminal.

Incident Information:

Description

1.

CAD# 2026176158
TIME: 9/22/2026 6:48:25AM
CASE# CAD Only
HBRG
WARNING MOVING VIOLATIC

BIKE TRAFFIC Reported at Block of 100 N 4TH ST/SMITH ST HBRG

Deputy conducted a traffic stop on an E-Bike and issued a warning for a moving violation.

CAD# 2026176204
TIME: 9/22/2026 8:25:31AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

FOOT PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted foot patrol on multiple trails at Eagle Park.

CAD# 2026176420
TIME: 9/22/2026 12:49:36PM
CASE# CAD Only
HBRG
WARNING EQUIPMENT VIOLATION

TRAFFIC STOP Reported at Block of 300 TERRITORIAL ST HBRG

Deputy conducted a traffic stop for an equipment violation and issued a warning.

CAD# 2026176596
TIME: 9/22/2026 3:48:26PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted extra patrol at Eagle Park.

CAD# 2026176695
TIME: 9/22/2026 6:03:51PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

EVENT DETAIL Reported at Block of 300 SMITH ST HBRG

CITY COUNCIL MEETING

CAD# 2026176885
TIME: 9/23/2026 1:42:23AM
CASE# CAD Only
HBRG

NON 911 ISSUE Reported at Block of 500 N 7TH ST HBRG

Incident Information:	Description	1.
CAD# 2026177028 TIME: 9/23/2026 8:48:33AM CASE# CAD Only HBRG CAD CALL COMPLETE	DHS 307 REFERRAL Reported at Block of 200 S 3RD ST HBRG Non-criminal, situation being addressed by DHS case workers, NFA	
CAD# 2026177130 TIME: 9/23/2026 12:01:43PM CASE# CAD Only HBRG CAD CALL COMPLETE	INFORMATION ONLY REPORT Reported at Block of 100 SMITH ST HBRG Deputy answers questions regarding Harrisburg Municipal Code. Non-criminal.	
CAD# 2026177476 TIME: 9/23/2026 8:16:35PM CASE# CAD Only HBRG CAD CALL COMPLETE	DHS 307 REFERRAL Reported at Block of 600 LASALLE ST HBRG DHS Cross Report. Non-criminal.	
CAD# 2026177481 TIME: 9/23/2026 8:26:43PM CASE# CAD Only HBRG CAD CALL COMPLETE	EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG Deputy conducted extra patrol in a known illegal camping area. The deputy did not locate anyone.	
CAD# 2026177551 TIME: 9/23/2026 10:52:22PM CASE# CAD Only HBRG WARNING MOVING VIOLATIC	TRAFFIC STOP Reported at Block of 400 LASALLE ST/S 5TH ST HBRG Deputy conducted a traffic stop for failure to signal . The driver received a verbal warning.	
CAD# 2026177778 TIME: 9/24/2026 10:51:50AM CASE# CAD Only HBRG CAD CALL COMPLETE	EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG Deputy conducts extra patrol of Eagle Park.	

Incident Information:

Description

1.

CAD# 2026178066
TIME: 9/24/2026 5:19:03PM
CASE# 2603764
HBRG
REPORT TAKEN

REPORT PENDING. Original Call Type: JUVENILE COMPLAINT Reported At Block Of 400 S 9TH ST Occurred between 1719 hours on 9/24/2026 and 1719 hours on 9/24/2026 .

Deputy conducting an investigation into High Schoolers fighting at Harrisburg High School. Investigation ongoing.

CAD# 2026178153
TIME: 9/24/2026 7:32:11PM
CASE# CAD Only
HBRG

INFORMATION ONLY REPORT Reported at Block of 800 S 9TH ST HBRG

subpoena service

CAD# 2026178157
TIME: 9/24/2026 7:44:12PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

ALARM LAW ONLY Reported at Block of 200 N 3RD ST HBRG

Business alarm. Deputy checked business and found it to be secure.

CAD# 2026178176
TIME: 9/24/2026 8:32:47PM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

INFORMATION ONLY REPORT Reported at Block of 300 TERRITORIAL ST/N 4TH ST HBRG

Info report. Driver high centered on railroad tracks after wrong turn. Deputy assisted with getting vehicle towed.

CAD# 2026178408
TIME: 9/25/2026 9:39:42AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

CIVIL DISPUTE REPORT Reported at Block of 200 N 1ST ST HBRG

Deputy received a call regarding a civil dispute.

CAD# 2026178498
TIME: 9/25/2026 11:41:46AM
CASE# CAD Only
HBRG
CAD CALL COMPLETE

BOLO Reported at Block of 200 N 3RD ST HBRG

Deputy responded assisted the Lane County Sheriffs for an overdue male, male returned home and was located.

Incident Information:	Description	1.
CAD# 2026178551 TIME: 9/25/2026 12:47:28PM CASE# CAD Only HBRG CAD CALL COMPLETE	INFORMATION ONLY REPORT Reported at Block of 100 SMITH ST HBRG Reporting person wanted to report their neighbor being creepy and standing at their door. They wanted it documented that they told him he was not allowed to do that. Requests extra patrols and the information documented in the event future issues arise.	
CAD# 2026178554 TIME: 9/25/2026 12:51:28PM CASE# CAD Only HBRG CAD CALL COMPLETE	SUSPICIOUS CIRCUMSTANCE Reported at Block of 100 N 2ND ST HBRG Reporting person wanted to report their neighbor being creepy and standing at their door. They wanted it documented that they told him he was not allowed to that. Requests extra patrols and the information documented in the event future issues arise.	
CAD# 2026178571 TIME: 9/25/2026 1:25:10PM CASE# CAD Only HBRG	911 HANG UP CALL Reported at Block of 800 S 2ND ST HBRG No Public Narrative.	
CAD# 2026178638 TIME: 9/25/2026 2:54:54PM CASE# CAD Only HBRG WARNING MOVING VIOLATIC	TRAFFIC STOP Reported at Block of 100 TERRITORIAL ST HBRG Deputy conducted a traffic stop and issued a warning for an equipment violation .	
CAD# 2026178654 TIME: 9/25/2026 3:11:24PM CASE# CAD Only HBRG CAD CALL COMPLETE	JUVENILE COMPLAINT Reported at Block of 100 N 4TH ST/TERRITORIAL ST HBRG Deputy contacted juveniles and explained traffic law to them regarding street crossing.	
CAD# 2026178657 TIME: 9/25/2026 3:15:14PM CASE# CAD Only HBRG CITE NO INSURANCE	TRAFFIC STOP Reported at Block of 600 S 3RD ST/LASALLE ST HBRG Deputy conducted a traffic stop and issued a citation to Morris Lindsey (61) of Cheshire for driving uninsured and no operators license.	

Incident Information:

Description

1.

CAD# 2026178662
TIME: 9/25/2026 3:19:59PM
CASE# CAD Only
HBRG

911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG

No Public Narrative.

CAD# 2026179203
TIME: 9/26/2026 10:31:23AM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

FOOT PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG

Deputy conducted foot patrol in Eagle Park.

CAD# 2026179561
TIME: 9/26/2026 8:13:29PM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

911 HANG UP CALL Reported at Block of 800 MOORE ST HBRG

-
Deputies respond to a 9-1-1 Hang Up. The individual was okay and it was an accidental call.

CAD# 2026179566
TIME: 9/26/2026 8:20:44PM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

PROWLER Reported at Block of 200 MOORE ST HBRG

-
Deputies respond to a report of a suspicious individual. No crimes reported.

CAD# 2026179620
TIME: 9/26/2026 9:51:57PM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

ALARM LAW ONLY Reported at Block of 400 S 9TH ST HBRG

-
Deputies respond to a false alarm.

CAD# 2026180043
TIME: 9/27/2026 4:43:20PM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

ALARM LAW ONLY Reported at Block of 200 N 3RD ST HBRG

Deputy responded to an alarm at a business, located a door that was unlocked and cleared the building. Nothing suspicious located and an employee responded to re-secure the door.

Incident Information:

Description

1.

CAD# 2026180084
TIME: 9/27/2026 5:48:26PM
CASE# CAD Only
HBRG

FOUND DOG Reported at Block of 700 N 9TH ST HBRG

caller found a puppy. It was reunited with the owner.

CAD# 2026180488
TIME: 9/28/2026 12:16:33PM
CASE# CAD Only
HBRG

HARRISBURG

NEIGHBORHOOD DISPUTE Reported at Block of 700 GAILEEN WAY HBRG

Deputies responded to a neighborhood dispute. Non criminal.

CAD# 2026180833
TIME: 9/28/2026 7:21:24PM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

CIVIL DISPUTE REPORT Reported at Block of 500 S 6TH ST HBRG

Deputy spoke to two citizens about a civil dispute over residency. Non-criminal.

CAD# 2026180903
TIME: 9/28/2026 9:31:44PM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

DISTURBANCE Reported at Block of 700 LASALLE ST HBRG

Deputy responded to disturbance

CAD# 2026180987
TIME: 9/29/2026 2:49:36AM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

SUSPICIOUS PERSON Reported at Block of 300 S 3RD ST HBRG

Deputy contacted a suspicious person. No crime was committed.

CAD# 2026181021
TIME: 9/29/2026 6:12:08AM
CASE# CAD Only
HBRG

CAD CALL COMPLETE

NEIGHBORHOOD DISPUTE Reported at Block of 700 GAILEEN WAY HBRG

Deputy responded to a neighborhood dispute. The reporting party did not want the deputy to contact the suspect and just wanted it documented. No crime was reported.

Incident Information:	Description	1.
CAD# 2026181206 TIME: 9/29/2026 11:38:32AM CASE# 2603822 HBRG REPORT TAKEN	REPORT PENDING. Original Call Type: BURGLARY Reported At Block Of 300 MACY ST Occurred between 1138 hours on 9/29/2026 and 1138 hours on 9/29/2026 . Reported: Deputy investigated a report of a burglary wherein two abandoned houses had their front doors damaged, and repair tools had been stolen. Ongoing investigation.	
CAD# 2026181250 TIME: 9/29/2026 12:46:47PM CASE# 2603823 HBRG REPORT TAKEN	Deputy investigated a two-vehicle T-Bone style crash with minor injuries reported. Drivers were medically evaluated and refused transportation. At fault driver was cited for careless driving.	
CAD# 2026181537 TIME: 9/29/2026 7:21:59PM CASE# CAD Only HBRG CAD CALL COMPLETE	MVC NON INJURY Reported at Block of 600 S 4TH ST/LASALLE ST HBRG Deputy responded to a non injury single vehicle crash involving farming equipment. No crime.	
CAD# 2026181588 TIME: 9/29/2026 8:59:42PM CASE# CAD Only HBRG WARNING MOVING VIOLATIC	TRAFFIC STOP Reported at Block of 300 TERRITORIAL ST/N 4TH ST HBRG Deputy conducted a traffic stop for failure to signal while turning . The driver received a verbal warning.	
CAD# 2026181613 TIME: 9/29/2026 9:56:24PM CASE# CAD Only HBRG CAD CALL COMPLETE	WARRANT SERVICE Reported at Block of 800 S 8TH PL HBRG Deputy attempted to contact a person who has a active warrant. The deputy was not able to locate the suspect.	
CAD# 2026181640 TIME: 9/29/2026 11:03:53PM CASE# CAD Only HBRG CAD CALL COMPLETE	DISTURBANCE Reported at Block of 800 SOMMERVILLE LOOP HBRG Deputies responded to a reported disturbance. When the deputies arrived the reported involved parties denied any type of disturbance.	

Incident Information:	Description	1.
CAD# 2026181775 TIME: 9/30/2026 7:52:18AM CASE# CAD Only HBRG CAD CALL COMPLETE	FOLLOW UP Reported at Block of 800 SOMMERVILLE LOOP HBRG Deputy conducted follow-up on investigation.	
CAD# 2026182375 TIME: 9/30/2026 8:27:34PM CASE# CAD Only HBRG CAD CALL COMPLETE	MVC INJURY Reported at Block of 300 N 3RD ST HBRG Deputies responded to a cell phone crash notification. No crash was located.	
CAD# 2026182435 TIME: 9/30/2026 9:55:29PM CASE# CAD Only HBRG CAD CALL COMPLETE	WARRANT SERVICE Reported at Block of 600 LASALLE ST HBRG Deputy attempted to locate a wanted subject.	

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

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

STAFF REPORT:

Exhibit A: Coburg 3rd Quarter 2026 Overview

Exhibit B: Coburg 3rd Quarter 2026 Stats by Month

Exhibit C: Coburg 3rd Quarter 2026 Hours Billed

ACTION: DISCUSSION ONLY

THIS AGENDA BILL IS DESTINED FOR: Council Agenda October 27, 2026

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

STAFF RECOMMENDATION:

Staff recommend that City Council review the attached reports and prepare any questions for Chief Larry Larson or the representative from the Coburg Police Department.

BACKGROUND INFORMATION:

Sergeant Dan Miller has provided the 2026, 3rd Quarter Overview Report as shown in **Exhibit A**. Sergeant Miller has also provided individual monthly reports for traffic, bailiff duties and also code enforcement services as shown in **Exhibit B**. **Exhibit C** shows the monthly billable hours for July, August and September of 2026 based on an average of 57 hours contracted monthly.

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

REVIEW AND APPROVAL:

Lori Ross 10/19/2026
 Lori Ross Date
 City Recorder



Police Department

Quarterly Report to Harrisburg Council

2nd Quarter, 2026

Coburg Police Department Harrisburg Highlights

July – September of 2026

3rd Quarter Overview

For the past several years, the Coburg Police Department has enjoyed working with the city of Harrisburg while fulfilling roles in traffic safety, traffic enforcement, Bailiff duty to the Harrisburg Municipal Court and city ordinance compliance. Also, CPD officers assist with city functions, such as National Night Out, Harrisburg Harvest Festival, 4th of July parade and fireworks show.

The Coburg Police Department now has three “solo” reserve officers. “Solo” is the term we use to signify that the reserve officers have met the departmental training requirements to handle traffic stops and calls for service on their own, without the assistance of a full-time police officer. Reserve Officers Ceniga, Gonzalez, and Woods have all met these training thresholds and serve the Harrisburg community under the contract with the Coburg Police Department. Not only is this a huge benefit for the city of Harrisburg, but for the Coburg Police Department as well.

Quarterly Trends

- **Traffic Enforcement** – Traffic enforcement throughout the summer, tends to increase with the number of people utilizing the roads throughout Harrisburg and Linn County. When violations were observed, CPD Officers conducted 31 traffic stops in the third quarter of 2026, netting 29 violations charged and 7 warnings issued. Officers from the Coburg Police Department provided 66 hours of dedicated traffic enforcement activity during the third quarter of 2026.
- **Municipal Court Bailiff**– Part of our contractual agreement is to provide the city of Harrisburg with an Officer to perform bailiff duties. These duties include courtroom security, security to court personnel, maintain order in the courtroom and to effect arrests of subjects who are being held in contempt of the court, as well as any warrants subjects possess who come before the court. Officers from the Coburg Police Department provided a total of 5 hours of dedicated bailiff duties to the Harrisburg Municipal Court. There was no court date held in the month of July in the Harrisburg Municipal Court. In the third quarter, the bailiff assigned to the Harrisburg Municipal

Court arrested one subject on an outstanding warrant out of Linn County Circuit Court.

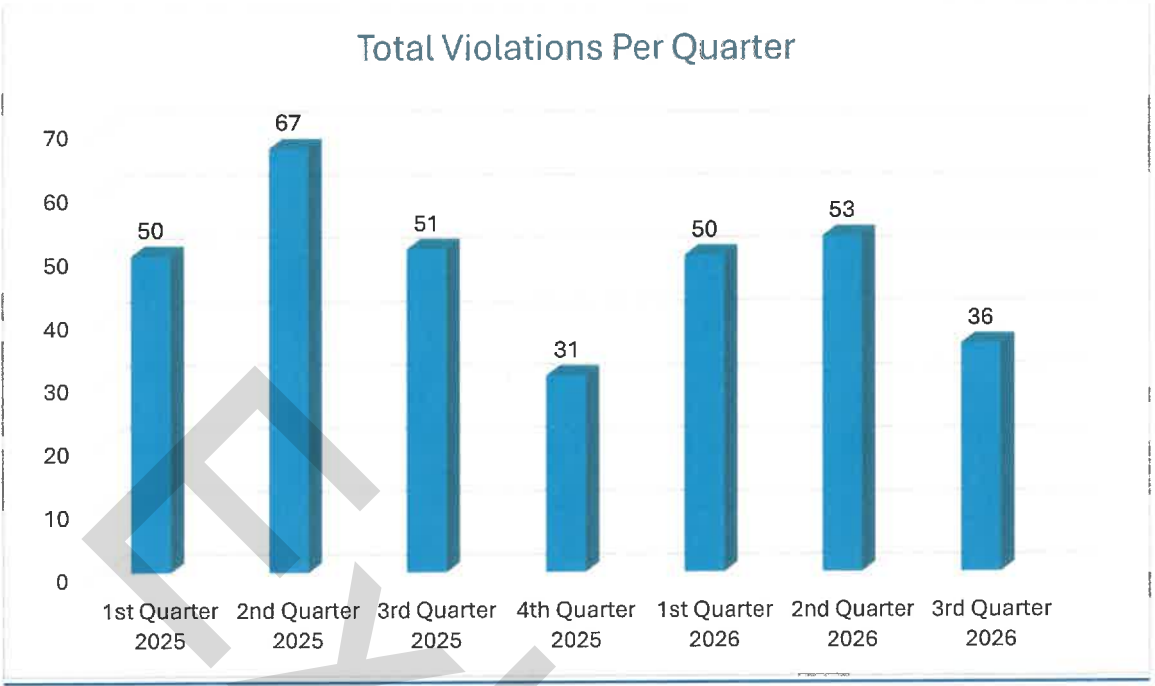
- ***Special Events*** – Officers from the Coburg Police Department has assisted the city of Harrisburg with event security and traffic at the annual 4th of July celebration with four officers working a total of 18 hours between the fireworks show and the parade. Also in the third quarter, two CPD Officers worked 5 hours at the National Night Out event. Additionally, two CPD Officers worked 12 hours at the Harrisburg Harvest Festival, providing security and enforcement services. For the third quarter, 35 total hours were provided to the city of Harrisburg by CPD Officers in support of Harrisburg community events.
- **Code Enforcement-**

Police Statistics for Quarter Ended September 30, 2026

(1) Traffic/Person stops	31
(2) Traffic Violations (Citations)	29
(3) Traffic Violations (Warnings)	7

Total Traffic Violations by Quarter

3/31/2025	6/31/2025	9/31/2025	12/31/2025	3/31/2026	6/30/2026	9/30/2026
50	67	51	31	50	53	36





COBURG OREGON POLICE DEPARTMENT

91136 N. Willamette Street Coburg, OR 97408

(541) 682-7853 Fax (541) 485-9712

Larry Larson, Chief of Police

JULY 2026 ACTIVITIES FOR JULY COUNCIL MEETING

City Ordinance

•

Traffic Enforcement

- 22 hours of traffic enforcement were conducted in the month of July. For the month of July, 7 traffic stops were conducted. The 7 traffic stops yielded 8 citations and 3 warnings for a total of 11 violations in the month of July 2026.

TRAFFIC VIOLATIONS IN MAY 2026

<u>SPEEDING</u>	<u>FAILURE TO RENEW VEHICLE REGISTRATION</u>	<u>DRIVING WHILE SUSPENDED - VIOLATION</u>	<u>NO VALID OPERATOR'S LICENSE</u>	<u>DRIVING UNINSURED</u>
7	1	1	1	1

TRAFFIC STOPS BY LOCATION MAY 2026

Diamond Hill/N. 8 th Street	2
Diamond Hill/Crimson Way	1
S. 6 th Street/Sommerville Loop	4

SPEEDS OF SOME OFFENDERS (SPEED/35 MPH SPEED LIMIT)

57/35 (1)	47/35(1)	48/35 (1)
50/35 (1)	40/25 (1)	37/25 (1)
	36/25 (1)	



COBURG OREGON POLICE DEPARTMENT

91136 N. Willamette Street Coburg, OR 97408

(541) 682-7853 Fax (541) 485-9712

Larry Larson, Chief of Police

AUGUST 2026 ACTIVITIES FOR SEPTEMBER COUNCIL MEETING

City Ordinance

•

Traffic Enforcement

- 25 hours of traffic enforcement were conducted in the month of August. For the month of August, 15 traffic stops were conducted. The 15 traffic stops yielded 13 citations and 3 warnings for a total of 16 violations in the month of August 2026.

Special Events

- 17 Hours were dedicated to Special Events by Officers of the Coburg Police Department for the month of August. Two Officers each worked 2 ½ hours at the Harrisburg National Night Out and 12 hours were dedicated to the Harrisburg Harvest Festival for event security.

Bailiff

- Officer Wilson performed 2 hours of Bailiff duty on August 26th for the Harrisburg Municipal Court.

TRAFFIC VIOLATIONS IN MAY 2026

<u>SPEEDING</u>	<u>FAILURE TO RENEW REGISTRATION</u>	<u>FAILURE TO OBEY A TRAFFIC CONTROL DEVICE</u>
16	1	1

TRAFFIC STOPS BY LOCATION MAY 2026

Diamond Hill/N. 8 th Street	5
Diamond Hill/Crimson Way	4
S. 6 th Street/Sommerville Loop	6
7 TH / Territorial St.	1

SPEEDS OF SOME OFFENDERS (SPEED/ DESIGNATED MPH SPEED LIMIT)

36/25 (3)	40/25(2)	48/35 (1)
38/25 (1)	41/25 (1)	37/25 (1)
39/25 (1)	43/25 (1)	49/35 (1)
	48/35 (1)	50/35 (2)
	53/35 (2)	57/35 (1)



COBURG OREGON POLICE DEPARTMENT

91136 N. Willamette Street Coburg, OR 97408

(541) 682-7853 Fax (541) 485-9712

Larry Larson, Chief of Police

SEPTEMBER 2026 ACTIVITIES FOR SEPTEMBER COUNCIL MEETING

City Ordinance

•

Traffic Enforcement

- 16 hours of traffic enforcement were conducted in the month of September. For the month of September, 9 traffic stops were conducted. The 9 traffic stops yielded 8 citations and 1 warning for a total of 9 violations in the month of September 2026.

Special Events

- There were no Special Events held in Harrisburg in the month of September.

Bailiff

- Officer Wilson performed 3 hours of Bailiff duty on September 25th for the Harrisburg Municipal Court.

TRAFFIC VIOLATIONS IN MAY 2026

<u>SPEEDING</u>	<u>FAILURE TO OBEY TRAFFIC CONTROL DEVICE</u>
8	1

TRAFFIC STOPS BY LOCATION MAY 2026

Diamond Hill/N. 8 th Street	2
Diamond Hill/Crimson Way	1
S. 6 th Street/Sommerville Loop	5
7 TH / Territorial St.	1

SPEEDS OF SOME OFFENDERS (SPEED/ DESIGNATED MPH SPEED LIMIT)

39/25 (1) 50/35 (1) 48/35 (4)
 40/25 (1) 44/25 (1)

CPD HARRISBURG BILLABLE HOURS

2.

JULY 2026

<u>DATE</u>	<u>OFFICER</u>	<u>HOURS</u>	<u>TASK</u>
7/4/2026	Chief Larson	3	Parade
7/4/2026	Sgt. Miller	3	Parade
7/4/2026	Officer Wilson	3	Parade
7/4/2026	Chief Larson	3	Fireworks
7/4/2026	Sgt. Miller	3	Fireworks
7/4/2026	Officer Wilson	3	Fireworks
7/4/2026	Sgt. Miller	2	Traffic
7/12/2026	Officer Ceniga	5	Traffic
7/13/2026	Sgt. Miller	2	Traffic
7/16/2026	Sgt. Miller	2	Traffic
7/19/2026	Officer Ceniga	4	Traffic
7/26/2026	Sgt. Miller	2	Traffic
7/27/2026	Sgt. Miller	2	Traffic
7/28/2026	Sgt. Miller	2	Traffic
7/29/2026	Sgt. Miller	2	Traffic
7/2026	Chief Larson	9	Code Enforcement

Traffic= 22 Hours

Court Bailiff= 0 Hours

Code Enforcement = 9 Hours

Special Events= 18 Hours

CPD HARRISBURG BILLABLE HOURS

2.

AUGUST 2026

DATE	OFFICER	HOURS	TASK
8/2/2026	Officer Ceniga	5	Traffic Enforcement
8/4/2026	Officer Read	2.5	National Night Out
8/4/2026	Officer Woods	2.5	National Night Out
8/5/2026	Sgt. Miller	4	Traffic Enforcement
8/7/2026	Officer Woods	4	Harvestfest
8/7/2026	Officer Anson	4	Harvestfest
8/8/2026	Officer Woods	4	Harvestfest
8/9/2026	Sgt. Miller	3	Traffic Enforcement
8/10/2026	Sgt. Miller	2	Traffic Enforcement
8/12/2026	Officer Ceniga	5	Traffic Enforcement
8/16/2026	Sgt. Miller	2	Traffic Enforcement
8/18/2026	Sgt. Miller	2	Traffic Enforcement
8/24/2026	Sgt. Miller	2	Traffic Enforcement
8/26/2026	Officer Wilson	2	Bailiff
8/2026	Chief Larson	8	Code Enforcement

Traffic=25 Hours

Court Bailiff=2 Hours

Code Enforcement = 8 Hours

Special Events= 18 Hours

CPD HARRISBURG BILLABLE HOURS

2.

September 2026

DATE	OFFICER	HOURS	TASK
9/7/2026	Sgt. Miller	2	Traffic Enforcement
9/8/2026	Sgt. Miller	2	Traffic Enforcement
9/9/2026	Officer Woods	2	Traffic Enforcement
9/13/2026	Officer Ceniga	5	Traffic Enforcement
9/25/2026	Officer Wilson	3	Court Bailiff
9/27/2026	Officer Ceniga	5	Traffic Enforcement
9/2026	Chief Larson	18	Code Enfor. / Meetings

Traffic= 16 Hours

Court Bailiff= 3 Hours

Code Enforcement= 18 Hours Code Enforcement/Meetings

Special Events= 0 Hours

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF REVIEWING A PERMIT FOR THE 2026 LIGHT PARADE

STAFF REPORT:

Exhibit A: Harrisburg Parade Permit Application

Exhibit B: Renewal Declaration from State Farm

**ACTION: MOTION TO APPROVE THE 2026 LIGHT PARADE PERMIT,
SUBJECT TO THE CONDITIONS OF APPROVAL**

THIS AGENDA BILL IS DESTINED FOR: Work Session – October 27, 2026

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

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the 2026 Light Parade Permit

BACKGROUND INFORMATION:

The Tri-County Chamber of Commerce is planning on holding the 2026 annual Light Parade on December 5, 2026. The Parade Theme this year is *Nutcracker*.

The parade starts at Harrisburg Elementary, heads east on Smith to 9th, then turns north on 9th to Territorial Street, west on Territorial to 3rd Street, south on 3rd Street to Smith Street, and east on Smith St., back to the staging area.

The lineup and staging area is on Smith St., from 4th to 9th, on 6th St., and at the elementary parking area. Staging starts at 6:00 pm. A complete Parade Permit Application including the route, and the applicant's required signature is shown in **Exhibit A**.

The applicant asks to borrow the City's street barricades, as it does every year. The city has limitations on the number of signs we have, as what everyone sees during the 4th of July are signs that the City rents, and the Harrisburg Community 4th of July Association pays for. Deputies will be assisting during the parade this year; Staff has also asked Coburg to cover one or two of the busiest intersections other than 3rd St.

The City will be holding our normal Community Santa Event following the parade this year; we'd love to have more volunteers if anyone is available.

DISCUSSION

Noise:

Parades generally produce a fair amount of noise. Subsection (e) of HMC 9.20.030 allows for the City Council to grant a permit for noise generated from general entertainment, such as a parade. Based on this provision, and the fact that the applicant will obtain a parade permit, the noise generated from the parade is acceptable.

Traffic:

The parade route includes several public streets, which will be used by those participating in the parade. According to the applicant, the parade is expected to last between one and one and a half hours and is scheduled to begin at 7:00pm. Traffic will likely be negatively affected during this period. No special measures or mitigation are being proposed by the applicant or required by the City. The parade does follow a portion of Hwy 99E/3rd St. and the applicant will be required to obtain a permit from ODOT prior to commencement of the parade. **(Condition 1).**

Insurance:

The applicant is required to obtain insurance in the amount of \$1M, that covers as additional insured's the City of Harrisburg. ODOT also requires insurance coverage asking the same. The City has received a renewal declaration from State Farm that shows that the City is covered as an additional insured as of November 25, 2026. **(Exhibit B)**

Trash and Debris:

Parades will typically generate trash or other debris that may be left on City streets or sidewalks. It shall be the responsibility of the applicant to ensure that no trash or debris generated from the parade is left on any City street, sidewalk, or private property **(Condition 2).**

Time and Duration:

As noted above, the parade is scheduled to begin at 7:00pm on December 5, 2026. While it is anticipated that the parade will last no more than 2 hours, there is always an unknown for how many people may join in the festivities. Therefore, the parade permit issued by the City shall be from 6:00 pm until 9:30 pm, on December 5, 2026. **(Condition 3).**

Parade Route and Participation:

The applicant has submitted a parade route: The parade route will begin at the elementary school and proceed east on Smith St. until 9th Street to Territorial Street. It will thence proceed west to 3rd St. (Hwy 99E), turning south onto Smith Street, and then heading east on Smith before returning to the Elementary School area. The parade shall be limited to the route approved by the City Council **(Condition 4).** The applicant estimates that there will be roughly 100 participants in the parade. The number of participants and parade route are acceptable. The parade participants range from walkers to drivers of the floats and other vehicles.

The parade route passes over both the UPRR and the PWNRR tracks. The applicant has provided the City with the UPRR event code of HCI0013693, and has also notified the PNWR/GWRR Company. The applicant is encouraged to contact the railroads on the date of the parade to verify and remind them of the parade.

CONCLUSION

The proposed parade is consistent with the provisions in the Harrisburg Municipal Code, and, as conditioned, will ensure that any adverse impacts to the public and City's infrastructure are mitigated.

RECOMMENDED ACTION

The City Council is requested to review the parade permit application materials, evaluate the request against the applicable municipal code provisions, and decide whether to:

1. Approve the request as proposed;
2. Approve the request, as revised by the City Council; or,
3. Deny the request.

Based on the information provided by the applicant, and the applicable municipal code provisions, staff recommends the City Council approve the request, subject to conditions of approval. The motion is at the top of this staff report.

CONDITIONS OF APPROVAL

1. **The applicant shall obtain approval from ODOT for the proposed parade and provide documentation to the City of the approval, prior to the commencement of the parade.**
2. **The applicant shall be responsible to remove any trash or debris on the City street or sidewalks generated by the parade and its participants.**
3. **The parade shall be held on December 5, 2026, between the hours of 6:00 and 9:30 pm.**
4. **The parade shall be limited to the route approved by the City Council.**

REVIEW AND APPROVAL:



10/20/2026

Michele Eldridge
City Administrator

Date



October 19, 2026

Mayor Robert Duncan,
City Councilors, & City Administrator
PO Box 378
Harrisburg, OR 97446

The Tri-County Chamber of Commerce is requesting the use of the following streets to hold our 35th Annual Light Parade in Harrisburg on Saturday, December 5, 2026.

Line up Staging is on Smith Street between 4th and 9th Streets and in the Elementary and Middle School parking lots. Dispersal is via 9th at the end of parade.

Parade Route (map attached)

The parade goes north on 9th to Territorial Street, west on Territorial to 3rd Street, south on 3rd Street to Smith Street, east on Smith Street to 9th Street, and back to the staging area.

We ask for the closure of these streets for the safety of the participants and attendees, as well as for the **City to put out the City's road closure signs and barricades along route** for us to put in place.

I have requested a permit from ODOT for use of Highway 99 during the event. I have also requested a certificate of coverage from our insurance carrier. Both will be forwarded to the City upon receipt.

Thank you for your consideration. Please feel free to contact me with any questions at the Chamber office at 541-998-6154 or my cell phone at 541-729-5492.

Rhonda J. Giles

Rhonda Giles
Executive Director
541-998-6154
director@tri-countychamber.com



Harrisburg Parade Permit Application

The City of Harrisburg requires a Parade Permit for any type of parade that may disrupt or interfere with traffic that uses the public right-of-way that consists of ten or more persons, or five or more vehicles. HMC 10.05.270 specifies the requirements for applying for a parade permit.

Your application must be received a minimum of 30 days prior to the date of the parade unless special circumstances exist.

Applicant: Tri-County Chamber of Commerce

Contact Information: Rhonda Giles, Executor Director

Address: 355 W 6th Ave Junction City, OR 97448

Email & Phone: director@tri-countychamber.com 541-998-6154

Type of Parade: 34th Annual Light Parade

Date: Saturday, December 5, 2026

Staging Location & Dispersal Points: Staging is on Smith Street between 4th and 9th Streets, and in the Elementary and Middle School parking lots. Dispersal is via 9th at the end of parade.

Route:

- ☒ Please provide a map of the proposed route. The staging and dispersal points should be included, as well as the location of any Linn County Deputies if required by ODOT.

Estimated number of participants (persons, vehicles, and animals): 50-75 entries consisting of floats, vehicles, and some walking groups. There may be some animal entries. Roughly 100 people are in the Harrisburg parade between drivers, walkers, and people riding on the floats.

Start and End Time: 7:00 pm to 9:00 pm (staging begins at 6:00 pm)

If the proposed route of the parade crosses Hwy 99E (3rd St), then an approved parade permit from the State Department of Transportation (ODOT) will be required prior to the date of the parade.

- ☒ I have applied for the Parade permit from ODOT. Please provide a copy of the ODOT application with this parade permit application.

- ☐ I have received the approved permit from ODOT and will supply a copy to the City with this application.

The applicant is responsible for contacting law enforcement in order to arrange for deputies to assist with the parade. ODOT parades permits generally require law enforcement to sign the permit and requires them to be at the main detour points on the highway. After obtaining their signature and approval of the ODOT Parade Permit, you must schedule a time to contact them, in order to arrange for scheduling for the parade. Harrisburg contracts out for our law enforcement; we use the Linn County Sheriff's Office (LCSO) for those services. The office number LCSO is 541-967-3950.

Rail Safety Procedures

If the proposed route of the parade crosses either of the railroad tracks, then you are required to notify both UPRR and PWN of the crossing 30-days prior to your event.

UPRR: Notify UPRR online at online at www.UP.com/NotifyUP a minimum of 30 days ahead of the event. Obtain event code: 2025-10-21-394UPN .

- ☒ I have contacted UPRR to notify them of the date, time, and route for the parade. I have included the event code above.
- ☒ I have assigned contact information for the day of the parade to one of the parade organizers. This person will be responsible for contacting UPRR on the day of the event.

PWN: Call the Director of Dispatch at 1-503-365-7717. (General Dispatch Station is 1-503-480-7784) Send maps and reports for parade to Steven Yoder, and to a general mailbox for PWN: pw-trainmasters@gwrr.com.

- ☒ I have contacted PWN to inform them of the route, date, and time of the event.

We highly encourage you to find general rail safety information on-line at www.oli.org.

By signing below, you are hereby indicating that you will abide by the City's ordinances and will comply with all requirements of HMC Chapter 10.05, and any supplemental Conditions of Approval that may be assigned to said parade permit.

Rhonda J. Giles

Signature

Date 10/19/2026

HMC 10-05-270 – 10.05.300

10.05.270 Parade permit.

1. Application for a parade permit shall be made to the City Recorder at least 30 days before the date of the parade unless the time limit is waived by the City Council.
2. The application shall be signed by the person designated as chairperson of the parade and shall include the following:
 - a. The name and address of the person responsible for the parade.
 - b. The date of the parade.
 - c. The desired route, including assembling and dispersal points.
 - d. The number of persons, vehicles and animals that will participate.
 - e. The proposed starting and ending time.
 - f. The appropriate permit has been received from the State Department of Transportation if the parade crosses or uses Hwy 99E. [Ord. 907 § 4, 2012; Ord. 906 § 1, 2012.]

10.05.280 Issuance or denial of permit.

1. The City Recorder shall issue a parade permit conditioned on the applicant's written agreement to comply with the terms of the permit unless the City Council finds that:
 - a. The time, route and size of the parade will disrupt the movement of other traffic to an unreasonable extent.
 - b. The parade is of a size or nature that requires the diversion of so great a number of law enforcement officers to properly police the line of movement and contiguous areas that allowing the parade would deny reasonable law enforcement protection to the jurisdiction.
 - c. The parade will interfere with another parade or other activity for which a permit has been issued.
 - d. Information contained in the application is found to be false or a material detail is omitted.
 - e. The applicant refuses to agree to abide by or comply with all conditions of the permit.
2. If one or more of the conditions listed in subsection (1) of this section, other than subsection (1)(e) of this section, exists, the City Council may include provisions in the permit that are necessary to alleviate the conditions, including but not limited to:
 - a. Requiring an alternate date.
 - b. Requiring an alternate route.
 - c. Restricting the size of the parade.
3. The City Recorder shall notify the applicant of the decision within five days after receipt of the application. [Ord. 907 § 4, 2012; Ord. 906 § 1, 2012.]

10.05.290 Parade offenses.

1. No person shall unreasonably interfere with a parade or a parade participant.
2. No person shall operate a vehicle that is not part of a parade between the vehicles or persons in the parade. [Ord. 907 § 4, 2012; Ord. 906 § 1, 2012.]

10.05.300 Permit revocable.

The City Recorder may revoke a parade permit if circumstances clearly show that the parade no longer can be conducted consistent with public safety. [Ord. 907 § 4, 2012; Ord. 906 § 1, 2012.]



October 19, 2026

Permit Applications
ODOT
3700 SW Philomath Blvd
Corvallis, OR 97333

The Tri-County Chamber of Commerce has scheduled our 35th Annual Light Parade in Harrisburg for the evening of December 5, 2026. The parade will begin at 7:00 pm and lasts about one hour or less.

The parade goes north on 9th to Territorial Street, west on Territorial to 3rd Street, south on 3rd Street to Smith Street, east on Smith Street to 9th Street, and back to the staging area.

The lineup and staging area is on Smith Street from 5th Street to 9th Street and on 9th Street from the north end of the high school parking lot to Territorial Street starting at 6:00 pm.

I am requesting a permit to allow us to cross Highway 99 during the parade. The Linn County Sheriff will be stationed on Highway 99 to assist in the closure.

We have four deputies for the evening. Two of them will be controlling traffic in two spots on the highway, with the other two at the front and back of the parades. We also have parade monitors throughout the route for safety. We also have the normal detour route with signs that we use during the 4th of July for any vehicles that want to bypass the parade for the very little time we are on the highway.

I have enclosed an Application and Permit to Occupy or Perform Operations Upon a State Highway.

Thank you for your consideration in this matter. Please feel free to contact me with any questions at the Chamber office at 541-998-6154.

Sincerely,

Rhonda Giles, Executive Director
541-998-6154
director@tri-countychamber.com



APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

3.

CLASS :

KEY#

GENERAL LOCATION

HIGHWAY NAME AND ROUTE NUMBER

OR-99E / 58 / Albany-Junction City

HIGHWAY NUMBER

58

COUNTY

Linn

BETWEEN OR NEAR LANDMARKS

Territorial St and Smith St

HWY. REFERENCE MAP

DESIGNATED FREEWAY

IN U.S. FOREST

GIS

☐ YES☒ NO☐ YES☒ NO

APPLICANT NAME AND ADDRESS

Rhonda Giles, Executive Director

Tri-County Chamber of Commerce

355 W 6th Ave

Junction City, OR 97448

PURPOSE OF APPLICATION

(TO CONSTRUCT/OPERATE/MAINTAIN)

☐ POLE
LINE

TYPE

MIN. VERT. CLEARANCE

☐ BURIED
CABLE

TYPE

☐ PIPE
LINE

TYPE

☐ NON-COMMERCIAL SIGN AS DESCRIBED BELOW☒ MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW

FOR ODOT USE ONLY

BOND REQUIRED

☐ YES ☒ NO

REFERENCE: AMOUNT OF BOND

OAR 734-055
-0035(2)

INSURANCE REQUIRED

☒ YES ☐ NO

REFERENCE: SPECIFIED COMP. DATE

OAR 734-055
-0035(1)

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	TO MILE POINT	ENGINEERS STATION	ENGINEERS STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM CENTER OF PVMT	R/W LINE	BURIED CABLE OR PIPE DEPTH/VERT.	SIZE AND KIND	SPAN LENGTH
28.48	28.59	1375+80	1378+80	BOTH	VARIES	VARIES	XXXX	XXXX	0.11 Mile

DESCRIPTION OF DESIRED USE

PRDS: Annual Light Parade (Saturday, December 6, 2025)

SPECIAL PROVISIONS (FOR ODOT USE ONLY)

TRAFFIC CONTROL REQUIRED

◆ ☒ YES [OAR 734-055-0025(6)] ☐ NO

OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED

◆ ☐ YES [OAR 734-055-0100(2)] ☒ NO [OAR 734-055-0100(1)]

◆ **AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT PHONE NO.: _____ OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: _____ SPECIFY TIME AND DATE WORK IS TO OCCUR.**

◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.

◆ **ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.**

CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS (FOR ODOT USE ONLY)

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE

TITLE

DATE

X

APPLICANT SIGNATURE

APPLICATION DATE

X

Rhonda J. Giles

10/19/2026

When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached, and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.

TITLE

Executive Director

TELEPHONE NO.

541.998.6154

DISTRICT MANAGER OR REPRESENTATIVE

APPROVAL DATE

X

Registration-Waiver Form

3.

Registration/Fee: Drop off or email the form and \$20 (Junction City/Harrisburg) to info@tri-countychamber.com or to our office at 355 W 6th Ave in Junction City **by November 26!** *If in the Monroe parade only, there is no fee.*

Event Waiver: In consideration of the Tri-County Chamber of Commerce, the Monroe Rural Fire Protection District, the cities of Junction City, Harrisburg, and Monroe, and all volunteers (cumulatively hereinafter referred to as the **Light Parade**), I/We hereby waive and release any and all rights and claims of any nature that I/We may have against the Light Parade, their officers, employees, agents, assignees, licensees, volunteers, and cooperating entities for and against any and all injuries and damages of any nature which I/We may suffer while taking part in any activities connected with this event. This release shall be binding upon my/our heirs, executors, administrators, and/or assigns. I/We have read and agree to abide by all Light Parade guidelines including:

- **Must have holiday lights** and **business/organization/club/individual name** on both sides of the float. If your vehicle or float does not have holiday lights on, you will not be allowed in the parade line-up. No exceptions!
- Entry **cannot exceed** 13'6" height and 15'0" width.
- Limit of **one Santa** per parade, which has already been selected so no additional Santas.
- Walkers **may hand out** store-purchased candy or treats. **No throwing** from floats or vehicles for safety.
- At least **two walkers** aged 14 or older are required with each entry to ensure safety.
- Please, for safety, do **NOT jump off or on** floats on the parade route or **exceed the capacity** of the float.
- Drivers must possess a **valid driver's license** and **liability vehicle insurance**, be at least **18 years old**, and have **signed and dated this waiver** form.
- When crossing tracks, be aware of the length of your float. Trains are active. **Do NOT stop on/near tracks.**
- **Alcohol cannot be consumed** by parade participants before, during the parade, or in the line-up area.
- **No activities that could endanger** participants or spectators. Move float to the side if you break down.
- Entries shall **NOT cause trash or debris** to be left on roads or sidewalks. **Animal entries must have a pooper-scooper** follow them to clean up waste from your animals. This is your responsibility and will be enforced!
- \$20 Fee ☐ Check ☐ Cash ☐ Online at <https://tri-county-chamber.square.site> ☐ Monroe Only \$0
\$20 per float/vehicle covers all parades. If club, \$20 per vehicle or \$100 total, whichever less. No fee in Monroe.

Float Description: _____ Doing music? ☐ Yes ☐ No

Holiday Lights on Vehicle/Float/Bike/Entry: ☐ Yes ☐ No **All entrants must have holiday lights on in Light Parade.**

Business/Organization Name: _____

Mailing Address: _____ City/Zip _____

We will participate in the following parades: ☐ Junction City ☐ Harrisburg ☐ Monroe

Driver/Contact Signature: _____ Date: _____

Driver/Contact Name (print): _____ License: ☐ Yes ☐ No

Phone: _____ Email: _____

PO Box 2915
Bloomington, IL 61702-2915



AT1 000569 1200 01
CITY OF HARRISBURG
120 SMITH ST
HARRISBURG OR 97446

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois



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3492080264



Renewal Declarations

Policy number: 97-CM-W880-2

Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: November 25, 2026

Expiration date: November 25, 2027

BUSINESSOWNERSPOLICY

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

JUNCTION CITY AREA CHAMBER OF

ENTITY

Corporation

POLICY PREMIUM

This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is the 12 months premium(s) for the characteristics of the policy as described in this Declarations.

Premium: \$750.00

Total Premium: \$750.00

Discounts applied:

Business Experience Rating
Years in Business

Renewal Discount

IMPORTANT MESSAGE(S)

Notice - Information concerning changes in your policy language is included. Please call your agent if you have any questions.



SECTION I - PROPERTY SCHEDULE

Location number	Location of described premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
002	355 W 6th Ave Junction City OR 97448-1607	No Coverage	\$5,600	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index:	N/A
Cov B - Consumer Price Index:	335.1

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE \$500

SPECIAL DEDUCTIBLES:

Employee Dishonesty:	\$250
Equipment Breakdown:	\$500
Money and Securities:	\$250

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000
Glass Expenses	Included
Increased Cost of Construction and Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%



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Coverage	Limit of Insurance
Money Orders and Counterfeit Money	\$1,000
Money and Securities	
On Premises	\$5,000
Off Premises	\$2,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up and Removal	\$10,000
Preservation of Property	30 days
Property of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers and Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
Employee Dishonesty	\$25,000
Loss of Income and Extra Expense	12 Months Actual Loss Sustained

SECTION II - LOCATION SCHEDULE

Location number	Location of described premises
002	355 W 6th Ave Junction City OR 97448-1607

SECTION II - LIABILITY

Coverage	Limit of Insurance
Coverage L - Business Liability Per Occurrence	\$2,000,000
Coverage M - Medical Expenses	\$10,000 Any One Person
Damage to Premises Rented to You	\$1,000,000
Liquor Liability Coverage - Each Common Cause	\$1,000,000
Aggregate Limits	Limit of Insurance
General Aggregate	\$4,000,000
Liquor Liability Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$4,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II – Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
* CMP-4237.3	Amendatory Endorsement (Oregon)
CMP-4527	Marijuana Exclusion
CMP-4529	Policy Endorsement
CMP-4532	Exclusion - Cyber Incident
CMP-4537	Additional Insured - State or Political Subdivisions (Permits)
CMP-4543	Additional Insured - Designated Person or Organization
CMP-4587	Exclusion - Silica or Silica-Related Dust
CMP-4590	Liquor Liability Coverage - Special Events
CMP-4705.2	Loss of Income and Extra Expense
CMP-4709	Money and Securities
CMP-4710	Employee Dishonesty
CMP-4721	Exclusion - Personal and Advertising Injury
CMP-4788	Additional Insured - Managers or Lessors of Premises
CMP-4799	Additional Insured - Use of Premises
FD-6007	Inland Marine Attaching Declarations
FE-3650	Actual Cash Value Endorsement
FE-6999.3	Policyholder Disclosure Notice of Terrorism Insurance Coverage

**New Form Attached*

SCHEDULE OF ADDITIONAL INTEREST(S)

Interest type: Designated Person or Organization
 Endorsement number: CMP-4543
 Loan number: N/A
 City of Harrisburg
 120 Smith St
 Harrisburg OR 97446

FULL NAMED INSURED

Named Insured: JUNCTION CITY AREA CHAMBER OF COMMERCE



This policy is issued by the State Farm Fire and Casualty Company.

PARTICIPATING POLICY

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

President

Secretary

OTHER MESSAGE(S)

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverage and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your structure. State Farm does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.



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Exhibit B

PO Box 2915
Bloomington, IL 61702-2915



CITY OF HARRISBURG
120 SMITH ST
HARRISBURG OR 97446

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois



ST
0404-0000
3482080264

Inland Marine Attaching Declarations

Policy number: 97-CM-W880-2

Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: November 25, 2026

Expiration date: November 25, 2027

ATTACHING INLAND MARINE

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual policy premium: Included

The above premium amount is included in the Policy Premium shown on the Declarations.

FULL NAMED INSURED

Named Insured: JUNCTION CITY AREA CHAMBER OF COMMERCE

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS, OPTIONS AND ENDORSEMENTS

* FE-1403	Exclusion - Cyber Incident
FE-6867.1	Amendment of Inland Marine Conditions
FE-8739	Inland Marine Conditions
FE-8743.1	Inland Marine Computer Property Form

**New Form Attached*

See below for schedule page with limits

ATTACHING INLAND MARINE SCHEDULE PAGE

Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
FE-8743.1	Inland Marine Computer Property Form	\$25,000	\$500	Included



Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
	Loss of Income and Extra Expense	\$25,000		Included

Other limits and exclusions may apply - refer to your policy.

Exhibit B

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF A DISCUSSION IN RELATION TO A FRANCHISE AGREEMENT.

STAFF REPORT:

Exhibit A: Franchise Agreement Draft

ACTION: TBD

THIS AGENDA BILL IS DESTINED FOR: Work Session – October 27, 2026

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

STAFF RECOMMENDATION:

Staff recommends Council discussion in relation to next steps

BACKGROUND INFORMATION:

At the meeting of October 13, 2026, Staff presented a proposed draft of a new telecommunications franchise agreement (**Exhibit A**). That same week, Staff received an email from the local government representative for Lumen in Oregon. He expressed concerns about the minimum payment amount. He shared that the reason for the drop in revenue is based on customers choosing other providers than Lumen, whose infrastructure is copper-based. In the last 25 years, their customer numbers have decreased more than 90% in Oregon. He states therefore, that the market is the reason they are paying less. A 79% drop in our revenue has occurred over the last 8 years with Lumen.

Staff's research showed that Lumen is diversifying their work, where they've been focusing more on the AI markets. They are now aligned more with digital networks, and enterprise growth, rather than legacy telecommunications. (More recent research shows that they are working on dedicated fiber, connectivity, and integration of cybersecurity). Regardless, the system wiring they own is still in our infrastructure; Lumen has the ability to use that at any time, and could technically either come up with an innovative use of the system as it is, or could upgrade to a fiber optic system in the future, as it appears they are doing elsewhere in the country.

Section 18 of the agreement is in relation to the franchise fee itself. Before Staff reaches out to the representative again, Council should discuss what figure they believe could be negotiated in terms of a minimum payment, based upon Lumen's concerns. In

Section 18.2, it states that the minimum fee per quarter is due to the City for administration of the agreement, and use of the City's Right-of-Way (ROW). Staff will share more with Council about what kinds of expenses we can expect to encounter with Lumen that would be offset by administrative costs.

Following the meeting and Councils decision, Staff will return to negotiating with Lumen in relation to the proposed draft agreement.

REVIEW AND APPROVAL:


10.21.26
Michele Eldridge, Date
City Administrator

ORDINANCE NO. XXXX
TELECOMMUNICATIONS AGREEMENT
 Between the City of Harrisburg and _____

GENERAL PROVISIONS

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

RECITALS

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

AGREEMENT

SECTION 1. FRANCHISE GRANTED.

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

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

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

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

SECTION 2. RULES OF CONSTRUCTION; DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

2.3.9 "Local" means Linn County, Oregon.

2.3.10 "May" is permissive.

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

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

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

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

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

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

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

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

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

2.3.19 “Shall” is mandatory.

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

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

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

SECTION 3. EFFECTIVE DATE; TERM.

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

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

SECTION 4. CONSTRUCTION; EXCAVATION; AND RELOCATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. STREET REPAIR – EXPENSE RESPONSIBILITY.

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

SECTION 6. RESTORATION OF RIGHTS-OF-WAYS.

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

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

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

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

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

SECTION 7. IMPROVEMENTS – UTILITY OBSTRUCTION PROHIBITED.

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

SECTION 8. EMERGENCY REMOVAL AND ALTERNATE ROUTING OF FACILITIES.

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

SECTION 9. CABLES, WIRES – REARRANGEMENT – NOTICE.

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

SECTION 10. TREE TRIMMING.

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

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

SECTION 11. USE OF POLES.

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

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

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

SECTION 13. RIGHT-OF-WAY VACATION.

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

SECTION 14. MAINTENANCE OF FACILITIES.

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

SECTION 15. DISCONTINUED USE OF FACILITIES.

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

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

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

SECTION 16. HAZARDOUS SUBSTANCES.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 18. FRANCHISE FEE; PAYMENT; AND AUDITING.

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

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

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

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

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

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

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

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

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

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

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

SECTION 19. TAXES; FEES; AND CHARGES.

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

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

SECTION 20. SALE OF SUBSCRIBER LISTS PROHIBITED.

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

SECTION 21. ABANDONMENT; REMOVAL OF FACILITIES UPON EXPIRATION.

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

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

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

SECTION 22. REPORTS AND INSPECTION.

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

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

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

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

SECTION 24. FRANCHISE NONEXCLUSIVE.

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

SECTION 25. INSURANCE AND BONDING.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 26. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

SECTION 28. FORFEITURE; TERMINATION; REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

28.2.7 Repeated permit violations or restoration failures by the Franchisee.

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

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

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

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

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

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

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

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

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

SECTION 29. FORCE MAJEURE.

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

SECTION 30. SEVERABILITY; RENEGOTIATION.

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

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

SECTION 31. PUBLIC RECORDS.

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

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

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

SECTION 32. CHOICE OF LAW; VENUE; NOTICE.

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

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

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

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

If to the Franchisee: *Name/Address*

With a copy to: *Name/Address*

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

SECTION 33. COMPLETE AGREEMENT.

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

SECTION 34. DISPUTE COSTS; ATTORNEYS' FEES.

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

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

SECTION 35. SUCCESSORS AND ASSIGNS.

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

SECTION 36. SIGNATURES.

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

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

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

_____	CITY OF HARRISBURG, OREGON
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF DISCUSSION IN RELATION TO OUR SOLID WASTE
FRANCHISE AGREEMENT/MOU WITH JUNCTION CITY

STAFF REPORT:

- Exhibit A: Timeline
- Exhibit B: Junction City Figures
- Exhibit C: Garbage & Recycling Companies list

ACTION: **MOTION TO DIRECT STAFF TO START THE RFP PROCESS
TO OBTAIN SOLID WASTE SERVICES**

THIS AGENDA BILL IS DESTINED FOR: Work Session – October 27, 2026

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

STAFF RECOMMENDATION:

Staff recommends Council discussion in relation to next steps

BACKGROUND INFORMATION:

In 2024, the City of Harrisburg entered into an Memorandum Of Understanding (MOU) with Junction City, to provide Solid Waste Collection Services. This was discussed further in 2025, with a question about rates being charged in Junction City. Staff produced a timeline (**Exhibit A**) that included time meeting with Junction City Staff to both follow-up, as well as to finalize planning.

After meeting with Spencer Nebel; the Junction City Interim City Administrator about the MOU, and follow up questions, he asked his Public Works Director and PW Foreman in charge of solid waste services to start working on the actual hard costs of providing services to the City of Harrisburg. Jeremy Tracer met with Staff and the Public Works Director recently, and shared paperwork (**Exhibit B**) that showed that moving forward with the purchase of new equipment would likely result in higher rates being charged to Harrisburg citizens, than what was anticipated initially by their staff. He suggested that the City could ask for a rate study, or analysis of their figures to verify the informal results. Staff will review those figures with Council.

After discussion, it was clear that the City of Harrisburg would likely not have any cost savings in rates for our citizens. That, plus obtaining better services, was the main goal of making a change. Rather than engaging in an activity that the City would have to

incur more costs with, Staff believes we should now simply send a Request for Proposals (RFP) to solid waste providers in our regional area. Companies we would send them to would include some of those shown in **Exhibit C**. That would include Coburg Sanitation, Ecosystems Transfer & Recycling, Royal Refuse, Sanipac, and Sweethome Sanitation. That list will include Republic Services, as they are the largest provider in our area, and we can't exclude them from the list. The RFP will emphasize locally owned businesses here in Oregon, customer service, recycled services, and a minimum of one clean up service day event per year.

One of the options we have had and briefly discussed in the past is that the City of Harrisburg could provide our own solid waste services. This would require a rate study, and capital outlay at a minimum. There would not be any assurances until a rate study is completed as to whether profit from the program would be enough to counteract the loss of \$48,000 we currently receive in franchise fees. There are also concerns about solid waste services in Oregon, especially with recent actions by the DEQ, and how environmental groups are targeting all the local landfill locations. The City would certainly encounter more regulatory oversight. Regardless, it still remains an option to the City if needed.

RFP options will determine which direction the City should move in. The City Council should discuss and provide direction to Staff. If Council agrees with sending an RFP to companies as listed above, a motion to direct Staff to send a RFP for solid waste services can be made.

REVIEW AND APPROVAL:



10.19.26

Michele Eldridge Date
City Administrator

Harrisburg – Junction City: Solid Waste Transition Schedule

Date	Task
April 10, 2024	Enter into MOU with the City of Junction City
April 15, 2024	Notice of Termination of Franchise Agreement with Republic Services
June 25, 2024	Meeting with Junction City
Oct 25, 2024	Municipal Manager Julie Jackson – Informs staff that they won't ask for a rate adjustment in 2025, but will evaluate after the 1 st of the year.
Feb 19, 2025	Meeting with Junction City – Review Initial Phases
Oct 2025	Meet with Junction City Staff
Apr 2026	Meet with Junction City Staff
Oct 2026	Meet with Junction City Staff
Apr 2027	Meet with Junction City Staff, Arrange for Info meeting with Council during a work session
Early 2027	Meet with RS – confirm disposition of current waste containers
Oct 2027	Meet with Junction City Staff - Finalize details: • Schedule for Distribution of New Waste Containers • What If (RS doesn't want to have citizens return containers) • Timeframes/Process to set up accounts with Junction City • Will they be providing industrial containers; or allowing industrial businesses to arrange for their own services • Verify Services Provided • Routes? Days of Service? • What kind of Billing Cycle will they use?
Jan 25, 2028	Complete New Webpage – Solid Waste Services ➤ Notify Citizens of Change in Solid Waste Services ➤ Include Schedules for disposition of current waste containers ➤ Include Schedule for distribution of new waste containers ➤ Timeframes and process for setting up accounts with Junction City. ➤ Copy of current rate schedule
Spring 2028	• Post Card/Flyer to Citizens on changes in 2029, direct to website. Include information in newsletters and distribution lists going forward • Letter to Industrial Businesses, Large Commercial Accounts on changes
Apr 2028	Meet with Junction City Staff
Fall 2028	• Post Card/Flyer to Citizens • Reminder to RS on final disposition schedule

Sept 2028	Meet with Junction City Staff; re: terms of new franchise agreement (including franchise fee & clean-up day). Negotiations over next few months.
Jan 23, 2029	Adopt new franchise agreement with Junction City
Jan 2029	Send latest flyer to citizens with utility bill, along with current 2029 rate schedule
March ??, 2029	Junction City Solid Waste Employee – working in Harrisburg City Hall in order to facilitate account setup for Harrisburg citizens
April 14, 2029	Termination Deadline; unless a shorter time frame is agreed to in writing
April 23, 2029	1 st Week of Junction City Sanitation Schedule
May 2029	Meet with Junction City – Work out bugs in new schedule, finalize date for Clean Up Day.
	Meet & Contact as needed, based on feedback

Harrisburg Sanitation costs

Wages 3 staff members \$295,495.50 annually, \$24,624.63 Monthly

Trucks 2 side load trucks and 1 rear load truck 1 pickup one transport trailer \$1,300,000.00

Container 35 gal 509 Need to order 609 \$28,318.50

65 Gal 102 Need to order 202 \$10,423.00

95 Gal 1435 Need to order 1550 \$87,575

Yard Debris 985 Need to order 1085 \$61,302.50

Total container cost \$187,619.00

Dumpsters 57 Unknown size used an average for a 3yd once a week \$1,200 each Total \$68,400.00

Potential revenue from containers \$32,617.45 monthly \$391,409.40 annually our cost

Potential revenue from Dumpsters \$14,864.46 Monthly \$178,373.52 annually

Total Revenue \$569,782.92

Loan needed \$1,500,000.00- \$1,700,000

Loan Payment for 1.7m \$292,633.35 Annually

Disposal Fee \$200,000.00 est

Other materials and Services \$300,000.00 est

Franchise fee to Harrisburg 4.5%

Yearly Cost \$1,088,129.35 not including franchise fee

Size	#cans	cost	Month rev	yr
95 Gbg	423	82.3	34812.9	417754.8
65GBG	102	72.3	7374.6	88495.2
35GBG	501	62.3	31212.3	374547.6

95RC	1012	10	10120	121440
35RC	8	10	80	960
95YD	985	25	24625	295500
Dumpster	1yd 3	250	750	9000
	2yd 22	350	7700	92400
	3yd 6	425	2550	30600
	4yd 6	575	3450	41400
	6yd 1	625	625	7500
Total Rev			123299.8	1472098
Break even				1088129
CEP				317724.7

Fran Fee 66244.39

Annual Capital

GBG Trucks	225,000
Trailer/Truck	15,000
Totes	15,000
Dumpsters	20,000
Building Maint	2,000
Utility Billing	36,016
Facility Maint	5,500
Mechanic	?
Future Facilities	?

Total Cap needed 318,516

Garbage & Recycling Companies

To start curbside service, contact garbage companies listed below. If you have questions about commingle recycling, cart placement, inclement weather, etc., contact your garbage company directly.

Garbage and recycling companies operate every day in Lane County, often in the early morning or at night. Trucks stop frequently and the job often requires drivers to leave the safety of their cab. Please use caution when you see garbage and recycling vehicles.



Action Drop Box * Service area: Eugene.	(541) 345-9085	Ecosystems Transfer & Recycling Service area: Alvadore, Cheshire, Crow, Elmira, Noti, Lorane, Walton.	(541) 935-2655
Apex Recycling & Disposal Service * Service area: Eugene, Santa Clara.	(541) 607-2042	Eugene Drop Box Service area: Eugene, (commercial only).	(541) 689-6892
City of Junction City Service area: Junction City.	(541) 998-2153	McKenzie Disposal Service Service area: McKenzie, Camp Creek, Marcola areas.	(541) 988-3016
Central Coast Disposal Service area: Florence, Mapleton.	(541) 902-7554	Oakridge Sani-Haul Service area: Oakridge, Westfir.	(541) 782-3411
Coburg Sanitary Service, Inc * Service area: Coburg, Eugene (drop box only).	(541) 683-5929	Republic Services Service area: Rural areas surrounding Junction City	(541) 928-2551
Cottage Grove Garbage Inc * Service area: Cottage Grove, Saginaw, South Lane County.	(541) 942-8321	Royal Refuse * Service area: Eugene & surrounding rural areas.	(541) 688-5622
Countryside Disposal & Recycling Service area: Crow, Eugene, Fox Hollow, Lorrane Hwy.	(541) 687-1259	Sanipac, Inc * Service area: Eugene & surrounding rural areas.	(541) 736-3600
County Transfer & Recycling Service area: Dunes City, Florence, Mapleton.	(541) 997-8233	* Provide residential drop box service	