



CITY COUNCIL

91136 N Willamette Street

541-682-7852 | coburgoregon.org

Tuesday, August 10, 2021 at 7:00 PM

CALL THE CITY COUNCIL MEETING TO ORDER Council will hold this meeting **in-person** and through **Zoom**. The Public may attend the meeting at City Hall, or by Zoom. To participate by Zoom you will need to pre-register with the City Recorder by 3PM the day of the meeting. Written comments are accepted in person or by email. All Council meetings are recorded and live streamed at www.coburgoregon.org (NO registration required). Questions contact City Recorder, Sammy Egbert, sammy.egbert@ci.coburg.or.us or 541-682-7852.

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR COMMENTS

AGENDA REVIEW

CITIZEN TESTIMONY (*Sign up prior to meeting. Limit 3 minutes.*)

RESPONSE(S) BY CITY COUNCIL

CONSENT AGENDA (*Councilors may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration.*)

SPECIAL GUEST

La Jolla Cove, Travis Huff & Steven Romanoff re: LID Liens

ORDINANCES AND RESOLUTIONS

1. Public Hearing | First Reading

ORDINANCE **A-253** AN ORDINANCE GRANTING DOUGLAS SERVICES, INC., LOCALLY KNOW AS DOUGLAS FASTNET (DFN), A NON-EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF FIBER OPTICS TELECOMMUNICATIONS SYSTEM

2. Public Hearing

RESOLUTION **2021-19** A RESOLUTION ADOPTING ADMINISTRATIVE SURCHARGES, ADMINISTRATIVE FEES, PLANNING AND DEVELOPMENT CHARGES INCLUDED IN 2021 FEE SCHEDULE

3. RESOLUTION **2021-17 A RESOLUTION DECLARING THE PROPERTY LISTED BELOW AS SURPLUS PROPERTY AND AUTHORIZING IT TO BE TRANSFERRED TO ANOTHER PUBLIC AGENCY**

4. RESOLUTION **2021-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COBURG ADOPTING A POLICY FOR APPROVAL AND ACCEPTANCE OF DONATIONS, MEMORIALS, AND PUBLIC IMPROVEMENTS PLACE UPON PUBLIC SPACE**

COUNCIL ACTION ITEMS

5. Security Monster Contract

6. Finance Audit Committee Member Appointments

7. Alley Analysis Added To Staff Work Plan

ADMINISTRATIVE INFORMATION REPORTS

- [8.](#) Citizen Inquiry Quarterly Report
- [9.](#) Administration Monthly Report

COUNCIL COMMENTS

UPCOMING AGENDA ITEMS

Annexation Application
Comprehensive Plan Amendment
IOOF Rental Policy

FUTURE MEETINGS

August 11 Heritage Committee
August 12 Code Review Ad-Hoc
August 17 Park Tree Committee
August 26 Code Review Ad-Hoc
September 6 City Hall Closed - Labor Day
September 8 Heritage Committee
September 14 City Council

ADJOURNMENT

*If anyone needs disability accommodation in order to participate, please notify the City Recorder at the City of Coburg at 541-682-7852, sammy.eqbert@ci.coburg.or.us.
All Council meetings are recorded and retained as required by ORS 166-200-0235.*



COBURG CITY COUNCIL ISSUE ITEM

TOPIC: Franchise with Douglas Services Inc. (DFN) for Fiber-Based Services for Future Broadband

Meeting Date: August 10, 2021
Staff Contact: Anne Heath, City Administrator
Contact: 541-682-7871, anne.heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION **First reading of Ordinance A-253**

An ordinance granting to Douglas Services Inc. (DFN), a non-exclusive franchise for the construction, operation and maintenance of a fiber optics telecommunications system; to occupy city right-of-way; and to provide fiber based services in the City of Coburg, Oregon

COUNCIL GOALS

- Livability, Health and Vitality
- Utilities, Equipment and Infrastructure
- Economic Development

BACKGROUND

To use the Rights-of-Way (ROW) in Coburg, a telecommunications company is required to get a franchise. Douglas Services, Inc., locally known as Douglas Fastnet (DFN), which is establishing itself in Coburg to provide broadband services in the City of Coburg, would like to obtain a franchise so that it can do so.

DFN has leased dark fiber from the Lane County Fiber Consortium with the intention of bringing high speed fiber services to Coburg. This service can be provided to Coburg citizens and businesses as infrastructure is built and can be installed in neighborhoods and business areas.

ANALYSIS

Much of this is a standard franchise, similar to others in Coburg. One item of note that makes this franchise unique for Coburg is that Federal law, the Internet Tax Freedom Act, is an attempt to prevent cities from charging a fee on gross revenues derived from internet services. Whether this applies to a franchise is currently in litigation.

Rather than arguing about the question, DFN has agreed to enter into this agreement include all data services in the calculation of gross revenues. This is important both because it maximizes income for the City, and it sets a precedent in discussions with other entities the might come along.

RECOMMENDATION AND ALTERNATIVES

Staff recommends adoption of the franchise.

The alternatives for the Council would include:

1. Take no action. If the Council chooses this step, DFN will not be able to expand its services to the City of Coburg.
 2. Adopt the franchise as proposed.
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BUDGET / FINANCIAL IMPACT

The City could choose to partner with DFN in order to make services available to areas of the town that might not have infrastructure in place to support a quick installation. This could include working with regional partners to ensure access to non-city streets, purchase of conduit, and/or applying for additional funding in a private/public partnership in order to support the services becoming available to the community quickly. American Recovery Act funds are approved to be used for this type of expense and so could be allocated if it becomes necessary.

PUBLIC INVOLVEMENT

The public involvement will come with the public hearing held as a part of the second reading in September.

NEXT STEPS

Second reading of Ordinance – September 14, 2021

ATTACHMENTS:

Draft Ordinance A-253

REVIEWED

Gary Darnielle, City Attorney

ORDINANCE A-253

AN ORDINANCE GRANTING DOUGLAS SERVICES, INC., LOCALLY KNOWN AS DOUGLAS FASTNET (DFN), A NON-EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A FIBER OPTICS TELECOMMUNICATIONS SYSTEM.

This Franchise ("Franchise") is between the CITY of COBURG, OREGON, hereinafter referred to as the "Grantor" and DOUGLAS SERVICES, INC., locally known as DOUGLAS FAST NET, hereinafter referred to as the "Grantee."

THE CITY COUNCIL OF THE CITY OF COBURG FINDS THAT:

WHEREAS, the Grantee has applied to the City for permission to use certain streets and public right-of-way for the placement of a Fiber Optics Telecommunication System under, in, along, over and across certain streets and public right-of-way in the City; and the City Council has the authority to grant franchises for the use of its right-of-way.

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a fiber optics telecommunication system on the terms set forth herein; now therefore

NOW THEREFORE, THE CITY OF COBURG ORDAINS AS FOLLOWS:

SECTION 1 Definition of Terms

- 11** **Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them as set forth below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.
- A. "Fiber Optics Telecommunication System" or "Fiber System" means an interstate network of fiber optic cables and all related property including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for transmitting high speed voice, data and (for such applications as teleconferencing) video signals in connection with a long-distance Telecommunications system or systems. The authority granted by this Franchise to use the streets and public ways does not authorize the use of the Fiber Optics Telecommunication System or fiber optic cable for operating a cable television system, nor authorize Grantee to operate as a cable operator as those terms are defined in the Telecommunications Act of 1934

as amended, state law, or the City Code. The authority granted by this Franchise does not authorize the use of the streets and public ways for an open video system as defined in the Telecommunications Act of 1996 or as defined or authorized by the FCC.

- B. "Council" shall mean the governing body of the Grantor.
- C. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- D. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Fiber Optics Telecommunication System along the public ways within the Service Area.
- E. "Gross Revenue" shall mean any and all revenue, of any kind, nature or form, without deduction for expense of whatsoever nature, of Grantee and any affiliates of the Grantee derived from the operation of the Fiber System. Grantee may deduct uncollectible amounts from customers within the corporate limits of City from these gross revenues, unless and until full or partial collection is made. Gross revenue does not include taxes, fees or assessments of general applicability required by law to be collected from subscribers for pass-through to a government agency, or revenue paid directly by the United States of America or any of its agencies, nor does it include credits, refunds and deposits paid to Subscribers. Franchise fees are not fees required by law to be collected from subscribers. Grantor acknowledges and agrees that Grantee maintains its books and records in accordance with generally accepted accounting principles. Any net uncollectables, bad debts, or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected.
- F. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- G. "Service Area" shall mean the geographic boundaries of the Fiber System and shall include any additions thereto by extension of service, annexation or by other legal means, subject to the exception in Section 6 hereto.
- H. "State" shall mean the State of Oregon.
- I. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall

entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Fiber System.

- J. "Subscriber" shall mean any Person lawfully receiving Fiber Service from the Grantee.
- K. "Telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee, its successors and assigns as authorized herein, a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the City's Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Fiber System.

2.2 Term and Termination. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.10. Renewal discussion will be initiated in accordance with applicable law.

Upon termination or expiration of the Franchise, if not further renewed, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the Grantor's Streets. During such period, Grantee shall remit to the Grantor any payments due under this Franchise, as if this Franchise were in full force and effect. Should the Grantee fail to remove its facilities within such one-hundred-eighty-day period, the Grantor may do so, and the Grantee shall immediately remit to the Grantor the costs of such removal.

2.3 Police Powers and Conflicts with Franchise. Nothing in this Franchise limits the Grantor's right to exercise its police powers by adopting ordinances necessary for the public's health, safety and general welfare. The Grantee agrees to comply with the terms of any such ordinance adopted subsequent to the adoption of this Ordinance. In the event of any conflict between this Franchise and any such ordinance adopted as an exercise of police powers, Grantee and Grantor agree to a timely negotiation in good faith of modifications to this Ordinance to accommodate these changes in law. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. In the event the parties are actively negotiating in good faith for a new Franchise or an amendment to this Franchise upon the termination date of this Franchise, the parties by written mutual agreement may extend the termination date of this Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Franchise and not as a new Franchise or amendment.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Fiber System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Fiber System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Fiber System.

4.2 Insurance. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits Commercial
General Liability	\$2,000,000 per occurrence, Combined Single Limit (C.S.L.) \$3,000,000 General Aggregate
Auto Liability including coverage on \$1,000,000 per occurrence C.S.L. all owned, non-owned hired autos Umbrella Liability	
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- A. The Grantor shall be added as an additional insured, arising out of work performed by DFN, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- B. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

4.3 Evidence Required. Within thirty (30) days of the effective date of this Franchise, the Grantee shall provide the City with a certificate of Insurance executed by an authorized representative of the insurer or insurers, evidencing that Grantee insurance complies with this section.

SECTION 5 **Service Obligations**

- 5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, age or sex.
- 5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in State or Federal law.

SECTION 6 **Service Availability**

- 6.1 Service Area.** The Grantee shall make Fiber Service distributed over the Fiber Optics Telecommunication System available to every residence within the corporate boundaries of the Grantor where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Grantee's closest trunk line or distribution cable that is actively delivering Fiber Service as of the date of such request for service. If such residence is located within one hundred fifty (150) feet of Grantee's feeder service, the Fiber Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Fiber System into any portion of the corporate boundaries of the Grantor where another operator is providing Fiber Service and into any area which is not contiguous to the present Service Area of the Grantee. Grantee need not make an extension to any area which is financially or technically infeasible, if it provides documentation substantiating such infeasibility to Grantor. Fiber Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Fiber Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.
- 6.2 Subscriber Charges for Extensions of the Fiber System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Fiber System to Subscribers

in that area if the Subscribers are willing to share the capital costs of extending the Fiber System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Fiber System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Fiber Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the corporate boundaries of the Grantor. Any identified Subscriber addresses shall be included in Grantee's franchise fee calculations within ninety (90) days after receipt of the annexation notice, which shall include the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall include the identified Subscriber addresses in the franchise fee calculations within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment,

including but not limited to the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, fiber, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

- 7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.
- 7.4 Network Technical Requirements.** The Fiber System shall be designed, constructed and operated so as to meet any technical standards adopted by the FCC relating to Fiber Systems as may be amended from time to time, regardless of the transmission technology utilized.
- 7.5 Performance Monitoring.** Grantee shall test the Fiber System consistent with the FCC regulations.
- 7.6 Right to Inspect Construction.** The Grantor or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to the management of the Grantor's Streets.

SECTION 8 **Conditions on Street Occupancy**

- 8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.
- 8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of fiber underground or the movement of fiber, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.
- 8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any

Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Fiber System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

- 8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.
- 8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to City Streets, or adjacent private property, as a result of its operation, construction, or maintenance of the Fiber System to a condition reasonably comparable to the condition of the Streets or adjacent private property immediately prior to such damage or disturbance.
- 8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.
- 8.7 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.
- 8.8 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor. Grantee shall be responsible for any costs associated with these obligations to the same extent that all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.
- 8.9 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from

the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

- 8.10 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.
- 8.11 No Limitation on Grantor Authority.** Except as provided in this Section, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the Grantor from modifying or performing any work in its Streets, or granting other franchises for use of its Streets, or of adopting general ordinances regulating use of or activities in its Streets, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Streets, whether now owned or hereinafter acquired.

SECTION 9 **Service and Rates**

- 9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.
- 9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases or other substantive service changes.
- 9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.
- 9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Fiber Service insofar as their financial and other obligations to the Grantee are satisfied. However, notwithstanding anything to the contrary, Grantee may discontinue or refuse to provide Fiber Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee's employees or representatives.

SECTION 10

Franchise Fee

- 10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law, Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
- 10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.
- 10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.
- 10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 Transfer of Franchise

- 11.1 Franchise Transfer.** This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, without the consent of the Grantor, expressed in writing, such consent not to be unreasonably withheld. If the Grantee wishes to transfer this Franchise, the Grantee shall give Grantor written notice of the proposed transfer and shall require consent of the transfer by the Grantor. The granting of such consent in one instance shall not render unnecessary any subsequent consent in another instance.

Any transfer of ownership effected without the written consent of the Grantor shall render this Franchise subject to revocation. The Grantor shall have 60 days to act upon

any request for approval of a transfer. If the Grantor fails to render a final decision on the request within 60 days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

The Grantee, upon any transfer as heretofore described, shall within sixty (60) days thereafter file with the Grantor a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Grantee shall, within sixty (60) days after the same shall have been made, file such certified copy as is required.

The requirements of this section shall not be deemed to prohibit the use of the Grantee's property as collateral for security in financing the construction or acquisition of all or part of a telecommunications system of the Grantee or any affiliate of the Grantee. However, the telecommunications system franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

The requirements of this section shall not be deemed to prohibit the sale of tangible assets of the Grantee in the ordinary conduct of the Grantee's business without the consent of the Grantor. The requirements of this section shall not be deemed to prohibit, without the consent of the Grantor, a transfer to a transferee whose primary business is telecommunications system operation and having a majority of its beneficial ownership held by the Grantee, a parent of the Grantee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Grantee.

SECTION 12

Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Fiber Service, which record shall be maintained for one year.
- B. A full and complete set of plans, records and strand maps showing the location of the Fiber System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

12.4 Right to Perform Franchisee Fee Audit or Review. In addition to all rights granted under Section 12 of this Ordinance, the Grantor shall have the right to have performed, upon advance written notice of not less than 30 days, a formal audit or a professional review of the Grantee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Grantee generated through the provision of fiber optics telecommunication service under this Franchise and the accuracy of amounts paid as Franchise fees to the Grantor by the Grantee; provided, however, that any audit or review must be commenced not later than three (3) years after the date on which the franchise fees for any period being audited or reviewed were due. Any such audit or review shall be conducted during normal business hours. The cost of any such audit or review shall be borne by the Grantor, except that if it is established that the Grantee has made underpayment of five (5) percent or more of the total Franchise fees due during the year or years subject to the audit required by this Franchise, then the Grantee shall, within 30 days of being requested to do so by the Grantor, reimburse the Grantor for the full cost of the audit or review. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder.

SECTION 13
Enforcement or Revocation

- 13.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first make reasonable attempts to informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").
- 13.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.
- 13.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.
- 13.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:
- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
 - B. Commence an action at law for monetary damages or seek other equitable relief; or
 - C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.
- 13.5 Revocation.**
- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set

forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- B. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Fiber System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Fiber System from the Streets of the Grantor or abandon the Fiber System in place.

SECTION 14 **Customer Rights and Protections**

14.1 Customer Rights and Protections. Upon installing initial service, reconnecting a customer, and upon request thereafter Grantee must advise the customer of:

- A. The equipment and services currently available and the rates and charges which apply; and
- B. The amount of any deposit required by Grantee, if applicable, and the manner in which the deposit will be refunded; and
- C. The availability of parental controls, which shall be made available in accordance with federal law to each subscriber upon request and which shall enable parents or subscribers to control access to both the audio and/or video portions of any and all channels; and
- D. All current charges, rates, and fees, including but not limited to installation and reconnection fees, that may be applied to current or potential subscribers in the franchise area; and

E. Any information relating to a contact for the franchise authority unless the Grantor requests otherwise in writing.

14.2 The information and statements required in Section 14.1 shall be available in writing upon request.

SECTION 15
Miscellaneous Provisions

15.1 **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Fiber System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 **Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 **Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 **Equal Protection.** The Grantee acknowledges and agrees that the Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Fiber Service within the Service Area. If any other provider of Fiber Services is lawfully and expressly authorized by the Grantor to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider (such determination to be made after good faith negotiations between Grantee and Grantor), then upon thirty (30) days prior written notice to the Grantor, the Grantee shall have the right to elect, to the extent consistent with applicable state and federal laws and orders and rules adopted pursuant thereto:

A. To modify this Franchise to incorporate less burdensome or more favorable terms or conditions imposed by Grantor on a comparable provider; or

- B. To deem this Franchise expired thirty-six (36) months from the date of the above written notice; or
- C. To terminate this Franchise and take in its place the same franchise agreement of a competing provider of Fiber Services or video services authorized by the Grantor. The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Fiber Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantor or Grantee to seek other remedies available under law.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Coburg, Oregon
 City Administrator
 91136 N. Willamette Street
 Coburg, OR 97408
 E-mail: anne.heath@ci.coburg.or.us

Grantee: Manager
 Douglas Services Inc.
 2350NW Aviation Dr.
 Roseburg, OR 97470
 E-Mail:

15.6 Public Notice. Any public meeting held relating to this Franchise or additional, similar franchises shall comply with the public meetings requirements of Oregon law. Grantee will be considered an interested party for any additional requests for franchises for Fiber Services.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. The terms of this Franchise have been mutually negotiated by the Grantor and Grantee. This Franchise constitutes an agreement by the Grantor to grant permission to the Grantee to use the Grantor's rights of way subject to the terms and

conditions set forth herein. The Franchise terms and conditions set forth herein, including the Grantor's rights to protect the public's general welfare, subject to Section 2.3, constitute the entire agreement between Grantor and Grantee and supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. Subject to Section 2.3, this Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. This Ordinance shall be effective 30 days after passage by the City Council. The Franchise granted herein will take effect and be in full force from the date of acceptance by Grantee recorded on the signature page of this Franchise, provided that the Grantor must receive a fully executed copy of the acceptance within thirty days of the date of acceptance. The initial term of this franchise shall expire ten (10) years from the Effective Date defined herein, subject to Section 2.2 of this franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

ADOPTED by the **City Council** of the **City of Coburg** this ____ day of _____, 2016, by a vote of ____ for and ____ against.

APPROVED by the Mayor of the City of Coburg this ____ day of _____, 2016.

Ray Smith, Mayor

ATTEST:

Sammy L. Egbert, City Recorder

Accepted this _____ day of _____, 2021, subject to applicable federal, State and local law.

Douglas Services Inc.

By:
Signature: _____

COBURG CITY COUNCIL ACTION/ISSUE ITEM



TOPIC: Resolution 2021-19, A Resolution Adopting Changes to the City of Coburg Fee Schedule

Meeting Date: August 10, 2021
Staff Contact: Tim Gaines, Finance Director
Contact: 541-682-7870, tim.gaines@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Consider the request to adopt Resolution 2021-19.

Recommended Council motion: I move to Adopt Resolution 2021-19, a resolution adopting administrative surcharges, administrative fees, planning and development charges included in the 2021 fee schedule.

POLICIES OR CITY COUNCIL GOALS(S) ADDRESSED

Fiscal management and administration

BACKGROUND

The fees are all compiled into the attached fee schedule to include the Municipal Court, Police, Land Use, Administration and others. The City Administrator has reviewed them along with supervisors and made the recommended updates to the fee schedule.

There is negligible change to actual fees in the schedule. Staff in various departments spent several hours reviewing the fees and related administrative procedures

RECOMMENDATION AND ALTERNATIVES

It is recommended that City Council adopt Resolution 2021-19 approving the proposed changes to the fee schedule. The alternative is to not adopt the changes and leave the fee schedule as it is.

BUDGET / FINANCIAL IMPACT

There will be a slight increase in revenues received due to small increases in some fees.

PUBLIC INVOLVEMENT

None

NEXT STEPS

Implement fee schedule changes for upcoming applications

ATTACHMENTS

- A. Draft Resolution 2021-19
 - B. Proposed City of Coburg Fee Schedule
-

REVIEWED:

Sammy Egbert, City Recorder
Anne Heath, City Administrator

ATTACHMENT A

RESOLUTION 2021-19**A RESOLUTION ADOPTING ADMINISTRATIVE SURCHARGES, ADMINISTRATIVE FEES, PLANNING AND DEVELOPMENT CHARGES INCLUDED IN 2021 FEE SCHEDULE.**

WHEREAS, Ordinance A-204 creates an administrative surcharge for every fee or charge established by Ordinance or Resolution, specific fees listed in previous Ordinances and Resolutions are set at \$0.00. The City Administrator is to consider the charge to be zero and set an administrative surcharge consistent to Ordinance A-204.

WHEREAS, per Ordinance A-204 at least once a year the City Administrator shall direct a review of the Administrative Surcharges in the fee schedule and report to Council. Administrative surcharges take effect the day after Council consideration; and

WHEREAS, Ordinance A-208 as amended by Ordinance A-208-A and A-208-B establishes fees and charges for planning and development applications; and

WHEREAS, Ordinance A-208-B requires an annual review by Council and that changes be made by resolution.

WHEREAS, Oregon Revised Statue 294.160 requires the City to provide an opportunity for interested persons to comment on the enactment of any Resolutions prescribing a new fee or a fee or rate increase. A Public Hearing was held on August 10, 2021.

NOW THEREFORE, THE COBURG CITY COUNCIL RESOLVES AS FOLLOWS:

1. The City of Coburg adopts administrative surcharges, administrative fees, planning and development charges and all other fees included in the 2021 City of Coburg Fee Schedule.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of ____ for and ____ against, this 10th day of August 2021.

Ray Smith, Mayor

ATTEST:

Sammy L. Egbert, City Recorder

2021¹⁰ City of Coburg Fee Schedules

Type of Land Use Application Planning and Development Fees and Charges <u>Ordinance A-208</u>	Current Fee Amount	Notes
All fees are for actual City cost and include necessary Administrative, Planning, Public Works, Fire, CPR and EPR time per A-208-A.		
Type 1 (administrative)		
Building Permit/Review	\$70	
Code interpretation	\$300	
Development permit Floodplain	\$500	
Facilities permit ROW (Public Works)	\$150	
Final subdivision plat, 1-5 lots	\$75/lot	Ordinance A-200-I Article XII.D.1, "Applications for final partition and subdivision review shall be processed as Type I applications"
Final subdivision plat, 6 lots and up	\$65/lot	Ordinance A-200-I Article XII.D.1, "Applications for final partition and subdivision review shall be processed as Type I applications"
Lot of record – lot confirmation	\$150	
Non-conforming use	\$700	
Sign permit	\$300	
Tree removal (Public Works)	\$300	
Type 2 (limited land use)		
Code Interpretation	\$300	
Non-Conforming Use	\$700	
Boundary line adjustment	\$900	
Change in Use	\$900	
Partition replat	Same as subdivision	
Property line consolidation	\$900	
Site review – Minor	\$900	
Site review – commercial/industrial	\$3,900	
Site review – historic structure	\$2,100	
Site review – manufactured home park	\$5,400 + \$30 PDU	
Temporary use permit	\$800	
Partition	Same as subdivision	
Variance/Modification – Design Guideline	\$150	
Type 3 (quasi-judicial)		
Appeal to City Council	\$1050	
Appeal to Planning Commission	\$1050	
Conditional use permit	\$3,200	
Final subdivision plat, 1-5 lots	\$75/lot	
Final subdivision plat, 6 lots and up	\$65/lot	

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2021₀ City of Coburg Fee Schedules

Home occupation	\$900	
Master planning - major amendment	\$2,700	

Land Use Fees – Amended January 2020

PDU = Per Dwelling Unit

CPR = Construction Plan Review

EPR = Engineering Plan Review

Planning and Development Fees and Charges	Amount	Current Fee	Notes
Ordinance A-208 Type of Land Use Application			
Type 3 (Continued)			
Planned unit development with subdivision	\$4,900	+ \$15 PDU	
Planned unit development without subdivision	\$4,110	+ \$15 PDU	
Preliminary partition/subdivision plat, 1-2 lots (residential)	\$1,100	+ \$380/lot	
Preliminary subdivision, 3-5 lots (residential)	\$2,100	+ \$360/lot	
Preliminary subdivision, 6-19 lots (residential)	\$3,100	+ \$260/lot	
Preliminary subdivision, 20-40 lots (residential)	\$4,100	+ \$210/lot	
Preliminary subdivision, 41-100 lots (residential)	\$7,300	+ \$170/lot	
Preliminary subdivision, greater 101 lots (residential)	\$10,000	+ \$140/lot	
Variance – Major Review	\$2,700	\$800 to \$2,700	Moved from Type 2 To Type 3 per Ord A-220-I Article X- Fee varies depending on complexity and staff time.
Zone change (individual review)	\$3,000		
Zoning Map change	\$3,000		
Type 4 (legislative)			
Annexation	\$10,500		
Comprehensive plan amendment – text	\$3,700		
Comprehensive plan amendment –map	\$4,600		
Development code amendment (text)	\$2,950		
Master Planning – Development Review	See Subdivision		
Master Planning – Overlay District and Concept	\$4,000		
Vacation	\$1,800		
Other			
Development code, electronic copy	\$10		
Development code, hard copy	\$30		
Land Use Compatibility Statements (LUCS)	\$70		
Pre-application-1 st 2 hours exempt	\$200/hr.		
Sign replacement	\$25		
Administrative Appeal	\$150		
SDC Financing Fees	\$1,500		

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20210 City of Coburg Fee Schedules

2021⁰ City of Coburg Fee Schedules

<u>Regular Product or Service Fees and Administrative Surcharge</u> <small>Ordinance A-204</small>	<u>Current Fee Amount</u>	<u>Notes</u>
Administrative		
Business License Fee	\$50.00 Annually, Monthly late fee of \$10.00	ORD A-209-B
Copies	\$0.25	\$0.25
Fax of Records per page)	\$0.50	
Lien Search	\$25.00	
Returned Checks NSF	\$30.00	
Public Records Request		See Policy. Requires a \$25.00 deposit to process.
Special Event License	\$200.00	Resolution 2005-18
Special Event Coincident Activities	\$250.00	Ord 198-B Section 6 (Fee to be set by City Administrator)
Solicitors Application and License	\$150.00	*or \$25.00 per person (whichever greater) Resolution 2005-18
Transient Merchants License	\$50.00	Per month 2005-18
Transient Merchants Application	\$150.00	Resolution 2005-18
OLCC Original Application	\$100.00	ORS 471.164 & 471.166
OLCC Annual License Renewal	\$35.00	
OLCC Change Fee	\$75.00	Change in ownership, location or privilege
OLCC Temporary or Special Application	\$35.00	
Noise Variance	\$35.00	ORD A-249
Recording Sewer Easements	\$125.00	Fee is charged to cover the cost Lane County charges.
DMV Wrecker's License	\$35.00	
Communications Provider Registration Fee	150.00	Administered by the City Administrator ORD A-233-A. Additional license fees may apply by ORD A-233-A
Ordinance Violation Penalties		
Class A	\$500 with max of \$1000	
Class B	\$250 with max of \$500	
Class C	\$75 with max of \$250	
Class D	\$25 with max of \$75	
Police Department		
Copy of Police Reports	\$15.00	
Reprints of Police Photos	\$10.00	CD with up to 30 photos
Finger Prints	\$15.00	

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2021~~0~~ City of Coburg Fee Schedules

Vehicle Impound Fee	\$110.00	ORD A-202
Dog License Fee, Un-Neutered Fee	\$20.00	ORD A-220A
Dog License Fee, Neutered Fee	\$15.00	
Dog License Fee, Senior Citizen Owner (60 years or older)	\$10.00	
Three year Dog License Fee, Un-Neutered	\$50.00	
Three year Dog License Fee, Neutered	\$40.00	
Three year Dog License Fee, Senior Citizen Owner (60 years or older)	\$20.00	
Duplicate License	\$5.00	
Non-Commercial Kennel	\$45.00	
Commercial Kennel	\$60.00	
Impoundment Fee	\$25.00	
Daily Care	\$5.00/per day	
Watchdog Permit	\$25.00	
Euthanasia	Cost Reimbursement	
Public Works Department		
Public Facilities Right-of-Way Application Fee	\$150.00	
Public Facilities Right-of-Way Inspection Fees		
• Single Residential	\$50.00	
• Subdivision or Multiple Residential	\$300.00	
• Commercial Industrial	\$600.00	
• Utility Franchise		
a) Single site excavation up to 40 feet	\$75.00	
b) Fee for Boring and Overhead	\$0.10 per linear foot	
c) Fee for Excavation over 40 feet	\$0.38 per linear foot	
Government	\$0.00	
Tree Permit Fee	\$10.00	
Failure to Connect Water	\$636.00	Base water rate x 12 months, assessed annually, (Ordinance A-224-A sec 4.8)
Failure to Connect Wastewater	\$1,020	Base wastewater rate x 12 months, assessed annually
New Water Service	Varies	Time and Material- (Amount from Public Works Director)
New Sewer Service	Varies	Time and Material Ordinance A-222 Sec 1.080
Utility Bill Late Payment	\$5.00	Ordinance A-224-A Sec 11.6-1
Water Service Deposit	\$52.00	Ordinance A-224-A Sec 5.2
Unauthorized Water Turn-On	\$50.00 Min	Ordinance A-224-A Sec 13.7
Restoration of Service, 1 st	\$25.00	Ordinance A-224-A Sec 5.2.3
2 nd	\$50.00	Ordinance A-224-A Sec 5.2.3
Fire Hydrant Meter Rental		

2021~~0~~ City of Coburg Fee Schedules

Deposit:	\$1,000.00	Refundable when meter is returned
Rental:	\$2.00/day	
Use per gallon	\$1.00/1000gal	
Park Structure Reservations – Coburg Residents	\$60.00	Fee Includes 4 hours. Time blocks and additional information on applications
Park Structure Reservations – Non Residents	\$75.00	ORD A-171-A
Municipal Court		
Court Appointed Attorney Fees	\$55.00/hr.	Maximum \$300.00 per appointment (ORS 151.505)
Copies: fee per case	\$5.00	
Certified Copies in addition to base fee	\$5.00	ORS 192.440(4)
Archived files, per file	\$15.00	
Discovery	\$20.00 \$15.00	
DMV Suspension Packet	\$11.50	ORS 153.624
Juror Service	\$10.00/daily	ORS 10.061
Warrant Fee	\$55.00 \$50.00	ORS 161.665
Suspension Fee	\$15.00	ORS 809.267
Payment Agreement Fee	\$15.00	ORS 1.202
Police Training Fee, per violation case	\$7.00	Ordinance A-212
Probation Court Supervision, per month/case	\$15.00 or \$180/year	Ordinance A-216
Probation Violation Fee (Show Cause), per order		ORS 137.540(11)
-one issue only or first proceeding	\$25.00	
-multiple issue or prior violation	\$50.00	
Motion to Reopen Fee	\$50.00	Ordinance A-216
DUII Diversion Admin Fee	\$200	ORS 813.240
Security Release	15% of Security Amount	Not less than \$5.00 or more than \$750.00 ORS 135.265(2)
Court Technology Fee	\$9.00	ORD A-238 Charge is per violation / crime
updated 01/06/2020		

Notes:

- **Ordinance A-204: Set Administrative Order Number 01-06Administrative Surcharge for Certain Fees and Charges for Services to be changed by City Administrator, report to City Council**
- **Administrative Order 01-06 established land use fees**
- **Attachment Ordinance A-208-A adjusted land use fee structure in accordance with ORS, may be changed City Administrator, restructuring requires resolution**



COBURG CITY COUNCIL ISSUE ITEM

TOPIC: RESOLUTION 2021-17 Declaring Surplus Property and Authorizing it to be transferred to another public agency.

Meeting Date: August 10th, 2021
Staff Contact: Larry Larson, Chief of Police
Contact: 541-682-7853, larry.larson@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Declare one police vehicle as surplus property and authorize the transfer to Oakridge Police Department.

Suggested Motion: I move to declare 2009 Ford Crown Victoria police car as surplus property and authorize the donation to the Oakridge Police Department.

BACKGROUND

We have updated and inventoried our existing police vehicle fleet and determined an older used police vehicle, a 2009 Ford Crown Victoria (VIN: 2FAHP71V69X126966) with more than 130,000 miles is no longer needed for continued operations by the department. We would like to donate this used surplus vehicle to the Oakridge Police Department. We will remove the police graphics, take out our police radio and leave the rest of the equipment in the vehicle to include with the donation.

In the past we have sold surplus vehicles at Brasher. Typically, we would receive an estimated \$500 for vehicles in the condition of these identified vehicles.

The donation of these vehicles would save us money by not having to invest in the time and labor to remove all the police equipment and storing costs. Most of the included equipment in this proposed donation will not transfer over to newer police vehicles in our fleet; thus, adding clutter to our storage shed with the used police equipment.

Currently we already have several police cages, push bumpers, consoles, light bars, sirens, plastic back seats and other misc. equipment from old police cars taking up valuable space in our shed (most of which was here prior to my appointment).

City Ordinance requires City Council to approve of such disposals of City property and

equipment.

Disposing of these vehicles (and attached equipment) will provide the City with more storage area, less maintenance costs, and slightly lower the Cities property/liability insurance where their values will no longer need to be insured.

RECOMMENDATION AND ALTERNATIVES

The City Council may:

1. Authorize the donation.
 2. Not authorize the donation.
-

BUDGET / FINANCIAL IMPACT

If donation to the Oakridge Police Department is approved, it will save the city time and money by not having to uninstall equipment, i.e. emergency lights, siren, cage, window bars, gun locks, etc.

Releasing the value of the property liability for these items will slightly reduce the City's property/liability insurance requirements.

If the donation is not authorized, we will have to incur the costs associated to remove the equipment and store it.

The Police Department is not inclined to sell an old Coburg Police Department police vehicle to a civilian with the equipment still installed.

PUBLIC INVOLVEMENT

There has been no public involvement.

NEXT STEPS

If approved, the next step would be to make the donation and transfer the vehicle (and attached equipment) to the Oakridge Police Department.

ATTACHMENTS

1. DRAFT RESOLUTION 2021-17
-

REVIEWED THROUGH:

Anne Heath, City Administrator
Sammy Egbert, City Recorder

ATTACHMENT A

RESOLUTION 2021-17

A RESOLUTION DECLARING THE PROPERTY LISTED BELOW AS SURPLUS PROPERTY AND AUTHORIZING IT TO BE TRANSFERRED TO ANOTHER PUBLIC AGENCY

WHEREAS, the City of Coburg Police Department has inventoried its current vehicle fleet; and

WHEREAS, the City of Coburg Police Department has updated its fleet and has determined one (1) vehicle is no longer in use and not needed for continued operations by the department; and

WHEREAS, the City of Coburg Police Department would suggest to the City Council to donate the one (1) surplus vehicle with all equipment attached to the Oakridge Police Department pursuant to Ordinance A-91-C, Section 8 J.

NOW THEREFORE, BE IT RESOLVED by the City Council hereby declares the following properties as surplus and authorizes donating them to the Oakridge Police Department:

- 1. 2006 Ford Crown Victoria Police Car VIN# 2FAHP71V69X126966

Adopted by the City Council of the City of Coburg, Oregon, by a vote of _____ for and _____ against, this 10th day of August, 2021.

Mayor Ray Smith

ATTEST:

City Recorder, Sammy Egbert



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Resolution 2021-18, A Resolution Adopting a Policy for the Approval and Acceptance of Donations, Memorials, and Public Improvements Placed Upon Public Space

Meeting Date: August 10th 2021

Staff Contact: Brian Harmon Public Works Director

Contact: 541-682-7857 brian.harmon@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Adopt Resolution 2021-18

Recommended Motion:

"I move to adopt Resolution 2021-18, A resolution establishing a policy for the approval and acceptance of donations, memorials, and Public Improvements placed upon public space".

BACKGROUND

This policy will help ensure that there is a mechanism in place to evaluate what and where anything that someone may want to donate can be placed in Coburg's public spaces and open spaces. This may include anything from benches, trees, play equipment, art, and funds to be spent in public space or public open space. This policy will be received by the administration department, flow through the appropriate department head, and then be presented to the appropriate citizen committee. Committee's will recommend approval of donations and then report to City Council on what donations have been approved.

PUBLIC INVOLVEMENT

The City of Coburg's Parks and Tree Committee and City Staff have worked together to come up with a road map for how we manage the donation requests that are received for the City's Public Space and Public Open Space.

RECOMMENDATIONS:

- Move to approve Resolution 2021-18 as written
-

NEXT STEPS

1. Implement policy and make forms available to public
 2. Train staff for how donation requests will be processed
-

ATTACHMENTS

- A. Policy
 - B. Resolution 2021-18
 - C. Form for the donations
-

Reviewed by:

Anne Heath, City Administrator
Coburg Parks and Tree Committee
Brian Harmon, Public Works Director
Gary Darnielle, City Attorney

ATTACHMENT A



CITY OF COBURG POLICY ON THE ACCEPTANCE OF DONATIONS TO BE PLACED IN PUBLIC SPACE AND PUBLIC OPEN SPACE

Purpose:

Provide a process for the submission and acceptance of donations to be placed in public space/public open space, as well as projects that affect the aesthetics or use of public space/public open space.

Definitions:

- **Public Space** - All publicly owned property between the property lines on a street as such property lines are shown on City records including, but not limited to, buildings, a park, plaza, roadway, shoulder, tree space, sidewalk or parking space between such property lines
- **Public Open Space** - Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for park, recreation, and set aside for public use and enjoyment.
- **Citizen** - An inhabitant of a particular town or city
- **Donation** – The act by which the owner of a thing voluntarily transfers title and possession of the same to the City of Coburg, without any consideration
- **Citizen Committee** – A committee appointed by a governing body for the purpose of hearing, providing analysis, and making recommendations on a specific subject
- **Public Purpose** – To promote the public health, safety, morals, general welfare, security, prosperity, and general interests of all the inhabitants and residents within City of Coburg and the community

Pertains to:

Residents of Coburg, City Staff, members of Coburg Committees.

Policy:

Changes to Public Use/Aesthetics:

Improvements, additions, or replacements that change the aesthetics or use of public space/public open spaces will be submitted on the form adopted with this policy.

Process:

1. Those hoping to make a donation to be placed in public space/public open space, as well as projects that affect the aesthetics or use of public space/public open space, must fill out the

- appropriate form. Information as to what is to be donated, suggested placement in public space/public open space, and a brief description of why they wish to donate must be included.
2. The form will be received at City Hall, stamped with the date, and forwarded to the appropriate Department Head.
 3. The Department Head will review the form for completion and present it to the appropriate committee for review, discussion and recommendation by placing the application on the upcoming agenda and providing the application as part of the meeting packet.
 4. Projects involving multiple committees will require a collaborative process for decisions.

Evaluation Criteria:

Donated Items shall be considered only:

1. If there is an appropriate and safe location for placement
2. Must take into consideration current and future public capital improvements
3. Must be appropriate and align with the character of the specific park or location with consideration to scale, materials, subject and style of the item and in relation to the physical site and it's uses.
4. Donations should not require additional maintenance and/or routine care outside normal service levels.

Citizen request to donate an owned item:

In addition to the above considerations, items shall be made of durable, high quality materials and construction, and shall be in good condition to allow proper installations and long-term function, free of hazards or any other characteristics that could potentially cause harm or injury.

Tree or Plant Materials:

Donations of trees or plant materials are welcomed and can be discussed with city staff to identify current needs.

Recognition:

In the interest of equal treatment of donors, recognition of donations shall be made with a preference for direct acknowledgment to the donor (e.g. letter of acknowledgment), and on-site forms of recognition. In all forms of recognition, a donor's wishes for anonymity will be respected. For donations of a value in excess of \$250 or at the request of the donor, the City shall issue a contemporaneous letter of acknowledgment that identifies the nature of the donation, provides a good faith estimate of its value, states whether anything of value was provided by the City as a result of the donation, and provides the date of the donation

WHEREAS: For tax purposes, 26 U.S.C. §170(c)(1) provides that a tax deductible "charitable contribution" is a contribution or gift to a local government if the contribution or gift is made exclusively for a public purpose.

Approval:

Requests that meet the above criteria shall be considered for approval. Any requests not meeting the criteria as set by this policy shall not be approved. When a donation request is not approved, the applicant will receive a correspondence from the City giving the reason for non-approval within 10 days after the final decision has been made.

ATTACHMENT B

RESOLUTION 2021-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COBURG ADOPTING A POLICY FOR APPROVAL AND ACCEPTANCE OF DONATIONS, MEMORIALS, AND PUBLIC IMPROVEMENTS PLACED UPON PUBLIC SPACE

WHEREAS, the City receives requests for private donations to provide for public art, memorials, or improvements to open space; and

WHEREAS, the City wishes to establish a uniform policy and set of procedures for acceptance of capital donations to the City, including memorials, public art, recognition items, and other capital improvements; and

WHEREAS, when the City accepts a donation such as listed above, there needs to be an assurance that the donated items are suitable for the location proposed, and is aligned to City goals, future plans and or projects, and suitable for planned park, streetscapes, and other public space; and

WHEREAS, the proposed policy establishes a formal process for application, acceptance and documentation of donations, and confirms that the city has relevant and adequate resources to administer such donations; and

WHEREAS, the City of Coburg wishes to ensure that capital donations, art, recognition items and memorials are appropriate to be placed in public space and be cared for properly to provide for a long-term asset of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council or the City of Coburg the adoption of the Policy Acceptance of Donations to be placed in Open Space.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of ____ for and ____ against, this 10th day of August, 2021.

Ray Smith, Mayor

ATTEST:

Sammy L. Egbert, City Recorder



**DONATION PROPOSAL APPLICATION
CITY OF COBURG**

Application should be completed and submitted to the Public Works Director. Please attach any supporting information as needed.

Date: _____

Applicant / Contact Person: _____

Address: _____

Phone: _____ Email: _____

Donation Type:

Monetary (unrestricted)

Service / Labor

Monetary (restricted)

Material / Equipment

Land / Real Property

Memorial Item

Facility Enhancement

Partnership

Other (please define): _____

Donation description:

Location (If applicable, where are you proposing to donate the item(s)? maps, photos are encouraged. Please be specific):

Amount, or value, of donation:

Is it the desire of the donor to name or rename any amenity or facility?
If yes, please explain:

Yes or No

If applicable, wording on recognition if desired:

As the applicant and donor I have read and understand the City of Coburg Donation Policy. My signature indicates the desire for the proposed donation to be considered by the City of Coburg.

Applicant's Signature: _____

Date: _____

Thank you!

For City use only

Donation accepted by the City of Coburg

Donation not accepted by the City of Coburg

Reason(s) for not approving:

___ Endowment Required: ___%
___ Memorandum of Understand Required
___ Contingency Required: \$ _____

Application Reviewed By:



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Contract for Security Monster to upgrade the City Hall security, access, and surveillance system

Meeting Date: August 10, 2021

Staff Contact: Tim Gaines

Contact: 541-682-7870, tim.gaines@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Consider Approval of contract for Security Monster to upgrade the City Hall security, access, and surveillance system.

RECOMMENDED MOTION: *"I move to approve the contract for City Hall security, access, and surveillance system between City of Coburg and Security Monster..."*

BACKGROUND

In late 2016, the City of Coburg installed a new security, access, and surveillance system at City Hall. This system included a monitored security control panel, keypads, and fobs for entry into the building, door sensors for automatic door locks, motion sensors, panic alarms, and a video surveillance system. This current system has reached its end of life as it runs on a Windows 7 platform. Windows 7 is no longer supported by Microsoft. The original contract includes technical support. The City must replace the system hardware, but we also wish to increase the level and quality of the technical support we are currently receiving. The management staff was polled to get an idea of the quality of the current security vendor. Every response I received was negative in nature. We have had key fobs work intermittently or not at all. The front doors would lock before closing hours and at times would not lock automatically when they were supposed to. We have had many instances where the alarm was set off in error but dispatched was never notified of alarm. The panic button alarms would not work at times. The police department has had numerous problems with getting the back door keypad to work and overall, it has not had a good experience with the current company. To compound these issues, logging into the system was often a challenge. When we could get into the system, it was not a very friendly user interface. Activating and deactivating key fobs was challenging. Just navigating within the system was challenging. When we contacted support with our current company, they did not respond in a timely manner to address our needs. When they did respond, there were times they didn't complete the service we requested. We will be upgrading the current system, as well as contracting with a new vendor.

REQUEST FOR PROPOSALS (RFP)

An informal RFP process was conducted and there were three bids received. Two of the companies that provided proposals were evenly prepared to conduct the work as established in the RFP. The lowest bid of those two companies was accepted. The bid has been awarded to Security Monster.

BUDGET

The full budget for the upgrade of our current security, access, and surveillance system will be paid as part of our City Hall improvement plan for FY 2022. The cost of the upgrade will be \$12,999.

RECOMMENDATIONS AND ALTERNATIVES

Staff recommends that the Council approve the City Administrator to enter into a contract with Security Monster.

NEXT STEPS

The next step would be to implement the contract and begin the upgrade of our security, access, and surveillance system at the City of Coburg City Hall.

ATTACHMENTS

- A. Draft – Contract with Security Monster.
-

REVIEWED THROUGH

Gary Darnielle, City Attorney

Anne Heath, City Administrator



**INDEPENDENT CONTRACT SERVICES AGREEMENT
CITY OF COBURG**

Date: _____

Parties:

City of Coburg ("CITY") and
PO Box 8316
91136 N Willamette St.
Coburg, Oregon 97408
Security Monster
780 Bailey Hill Road, Suite 3
Eugene, Oregon 97402

Additional Independent Contractor Information:

- a. Type of Entity: Sole Proprietorship Partners Limited Liability Comp Corporation
- b. Address: 780 Bailey Hill Road, Suite 3, Eugene, Oregon, 97402
- c. Telephone: 541-342-8111
- d. Fax No.
- e. Email: _____
- f. SSN or Federal ID: _____



Serving Eugene, Salem, and the Central Oregon Coast
 Toll Free 1(877) 342-8112
 SecurityMonster.com

Item 5.

Coburg City Hall
 91136 North Willamette Street
 Eugene, OR 97408
 Attn: Tim Gaines :: 5416827870

Security, Access, and Surveillance

Security Panel - IT Room

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	XR150 Control Panel	DMP XR150 Security Control Panel with Network, Supports up to 142 Inputs, 10 On-Board Zones, 8 Keypads and up to 10,000 User Codes, Up to 8 Areas to Arm/Disarm Independently	\$479.00	\$479.00
1.00	Digital Cellular Communicator	LTE Cellular Communicator Provides Wireless Communication, Enables use of Mobile Platform to Arm/Disarm, Check Status, Turn Outputs On/Off, Z-Wave Control, Etc (Mobile Access Requires Subscription)	\$249.00	\$249.00
1.00	Wireless High Power Receiver	Wireless High Power Receiver for Increased Amplification for Improved Performance at Greater Distance or Harsh Building Environments	\$155.00	\$155.00
2.00	12V 9AH Backup Battery	12V, 9AH Sealed Lead Acid Backup Battery to Supply Backup Power in Event of A/C Power Loss	\$35.00	\$70.00
1.00	Battery Harness	Battery Harness for Connecting Two (2) Batteries	\$15.00	\$15.00

Keypad - Back Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Touchscreen Keypad	Graphic 5" Touchscreen Keypad with Proximity Reader and 4 Expansion Zones, Interactive Display for Quick Arming/Disarming along with Carousel Menu for Shortcut Features, White in Color	\$249.00	\$249.00

Main Entry Double Doors

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Door Sensor	Security Monster to Re-Use existing door switch on sensor.	\$0.00	\$0.00

Chamber Room Motion

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Motion	Security Monster to Re-Use existing motion detector	\$0.00	\$0.00

North Chamber Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Door Sensor	Security Monster to Re-Use existing door switch on sensor.	\$0.00	\$0.00

South Chamber Exit Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Door Sensor	Security Monster to Re-Use existing door switch on sensor.	\$0.00	\$0.00

Back Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Door Sensor	Security Monster to Re-Use existing door switch on sensor.	\$0.00	\$0.00

Item 5.

Front Desk Panic Button

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Wireless 2-Button Hold Up	2-Button Wireless Hold-Up or Panic Button for Under Counter Installations, White in Color	\$75.00	\$75.00

Head End - IT Room

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Seneca Custom NVR	Windows Based PC, Dell Hardware with Intel i5 Processor, 8GB Ram, 1GB Ethernet Port, Operating System HDD, One Additional HDD Bays for Internal Storage, 5 Year Warranty	\$1,555.00	\$1,555.00
1.00	10TB Hard Drive	10 Terabyte SATA Hard Drive for Surveillance Application	\$595.00	\$595.00
1.00	16-Port PoE+ Gigabit Switch	16-Port PoE+ Gigabit Switch, 246 W Total Power Budget, 32 Gbps Switching Capacity, Rack Mountable	\$419.00	\$419.00
1.00	Surge Protector	Ditek 8-Outlet Surge Protector	\$39.00	\$39.00
9.00	DW Spectrum IPVMS License	Single DW Spectrum IPVMS License / No Annual Renewal, No Upgrade Required	\$110.00	\$990.00

1. Front Lobby

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

2. Front Entry

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

3. Chambers

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

4. Back Exterior

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

5. West Parking

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

6. Front Parking

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

7. Ecommerce

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	PoE Extender	2-Port Indoor PoE Extender for Daisy Chain IP Extension	\$149.00	Item 5.

8. West Upstairs

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

9. East Upstairs

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Re-Use Existing Camera	Security Monster to Re-Use existing camera	\$0.00	\$0.00

Access Control Panel

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Trove1 w/ DMP Backplane	Trove1 Enclosure with Altronix/DMP backplane, Includes Cam Lock, Tamper Switch and Mounting Hardware	\$225.00	\$225.00
1.00	12VDC 6 Output Power Supply	UL Listed Sub-Assembly Power Supply Converts a 120VAC, 60Hz Input into a Single 12VDC or 24VDC Output, Fire Alarm Disconnect, Overvoltage Protection, and Low Power Disconnect which Prevents Deep Discharge of Stand-by Batteries.	\$289.00	\$289.00
1.00	Voltage Regulator	Voltage Regulator. Converts 24VDC input into 5VDC or 12VDC output.	\$69.00	\$69.00
1.00	Access Power Controller	Dual input design allows power to be steered from two (2) independent low voltage 5 to 24 VDC power sources into eight (8) independently controlled PTC protected outputs	\$169.00	\$169.00
1.00	Mounting Magnets	Mounting magnets accommodate screws and nylon standoffs to allow for mounting various boards/accessories in any metal enclosure or backplane,, Four (4) Quantity per Pack	\$25.00	\$25.00
1.00	12V 9AH Backup Battery	12V, 9AH Sealed Lead Acid Backup Battery to Supply Backup Power in Event of A/C Power Loss	\$35.00	\$35.00
1.00	Battery Leads	Battery Leads, 68 inch, 18AWG, Pair, RedAnd Black	\$10.00	\$10.00
4.00	Access Control Interface Module	DMP Access Control Wiegand Interface Module, Operates on 12/24V DC, Built-in 10 Amp Door Relay, Works with Proximity, Swipe and Insert Style Readers, Provided Four (4) Programmable Protection Zones	\$149.00	\$596.00

1. Main Entry

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Keypad Reader	Single Gang Reader with Integrated Keypad HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox	\$489.00	\$489.00
1.00	Re-Use Existing Access Control	Security Monster to Re-Use Existing Access Control Infrastructure	\$0.00	\$0.00

2. Office to Chamber Room

QTY	Item	DESCRIPTION	PRICE	EXTENDED
2.00	Keypad Reader	Single Gang Reader with Integrated Keypad HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox	\$489.00	\$978.00
1.00	Re-Use Existing Access Control	Security Monster to Re-Use Existing Access Control Infrastructure	\$0.00	\$0.00

3. North Chambers Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Keypad Reader	Single Gang Reader with Integrated Keypad HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox	\$489.00	\$489.00
1.00	Re-Use Existing Access Control	Security Monster to Re-Use Existing Access Control Infrastructure	\$0.00	\$0.00

4. Back Door

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Keypad Reader	Single Gang Reader with Integrated Keypad HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox	\$489.00	\$489.00

Subcontract - Locksmith

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Subcontract Locksmith	Security Monster to sub-contract professional lock smith services	\$400.00	\$400.00

Subcontract - Electrician

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Subcontract Electrician	Security Monster to Sub-Contract High Voltage Electrician	\$325.00	\$325.00

Misc

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Full Permit	Full Permit for Above Mentioned Proposal	\$120.00	\$120.00
1.00	Misc. Wiremold	Misc. Wiremold to include necessary boxes, enclosures, fittings, connectors, etc. for the installation of proposed equipment	\$125.00	\$125.00
125.00	Composite Access Cable Orange	Composite Access Control Cable in Orange	\$1.00	\$125.00
1.00	Cable & Connectors	Cat6 Twisted Pair and RJ-45 Connectors	\$14.70	\$14.70
1.00	Professional Installation	Labor to Install, Program, Test, and Train	\$4,207.50	\$4,207.50
1.00	Warning Signs & Decals	Security Monster Protection Warning Signs & Decals	\$0.00	\$0.00
-	Preferred Customer Discount	Security Monster's preferred customer discount	\$1,220.20	\$-1,220.20

SM Services

QTY	Item	DESCRIPTION	PRICE	EXTENDED
1.00	Security Monster Services	Services provided by Security Monster	\$209.95	\$209.95

Total System Cost: \$12,999.00

Thank you for the opportunity to submit this proposal!

Proposal Prepared By: Ryan Anderson

Coburg City Hall (Representative)

Date

6/9/2021 5:34 PM :: Security, Access, and Surveillance

Scope of Work Document

Item 5.

This scope of work should accurately describe the requirements for your Security, Access, and Surveillance project. This information has been gathered from your Security Monster representative during meetings with your project contact. If you need any adjustments, please notify your Security Monster representative prior to signing. We have broken the requirements into groups as followed:

Security Requirements

Requirement	Additional Requirement Information (Note)	Security Monster Solution	Additional Solution Information
Battery Backup of Security Alarm Panel lasting no less than 24 hours for blackout and brownout power outages		Security Alarm Panel will be backed up with Batteries to achieve not less than 24 Hours of Battery Backup (Note: Batteries deteriorate after time)	
Ability for Security Alarm Panel to communicate via Cellular as Secondary Communication		Security Alarm Panel to provide as Cellular Secondary Communication	
Ability for Security Alarm Panel to communicate via Hardwired Network path as Primary Communication		Security Alarm Panel to provide Network as Primary Communication	
Customer to have the ability to interact with their security system from mobile device at all times		Security solution provides mobile app allowing users remote access via iPhone or Android	
Ability for client to initiate a silent panic (See Note)	Front Desk Under Counter Button	Proposed solution includes panic button(s) to allow a person under duress to quickly and silently call for help in the event of an emergency. Panic buttons go directly to the central station for emergency dispatch.	

Surveillance Requirements

Requirement	Additional Requirement Information (Note)	Security Monster Solution	Additional Solution Information
Camera to provide observation coverage of designated area (See Note)	Ecommerce (using existing client owned camera)	SM System to Include HD Surveillance Camera to Provide Observation of Activity at Described Area	
Customer have the ability to remote view live and recorded images from their mobile device at all times	PC and Smartphones	VMS solution provides mobile app allowing users remote access via iPhone or Android	
Video Storage Retention for Specified Period of Time (See Note)	30 Days	VMS recording to store video for specified amount of time *ESTIMATE ONLY based on VMS Calculator. Storage may vary based on complexity	
Record video 24 hours per day	All Cameras on 24/7 Recording	VMS recording to be setup to record constantly allowing the camera to capture activity 24/7	

Access Control Requirements

Requirement	Additional Requirement Information (Note)	Security Monster Solution	Additional Solution Information
Ability to administer system from web interface for easy change of users, groups, schedules, etc.		Access Control Solution allows for easy administration via web interface to change user, groups, schedules, etc.	
Ability to unlock door using alphanumeric pin pad for credential	All Doors	Access Control Solution includes alphanumeric pin pad to allow users to enter access controlled doors by using a pin	
Ability to unlock door using contactless credential	All Doors	Access Control Solution include proximity reader to allow users to enter access controlled doors by using a contactless credential	
Ability for door(s) to lock and unlock on a user specified schedule	All Doors On Schedule Lock/Unlock	Access Control Solution includes ability to set schedules for various users and groups	
Ability to remotely pulse (momentary unlock) door from mobile device either on or off site		Access Control Solution allows for users to remotely pulse door from web interface/mobile devices on or offsite	
Ability to unlock door using contactless credential	Existing Prox Cards (26-Bit, 125Hz)	Access Control Solution include proximity reader to allow users to enter access controlled doors by using a contactless credential	
Ability for Access Control System to Integrate with Alternate System (See Note)	Integrate with New Proposed Intrusion System	Access Control Solution provides seamless integration of Intrusion and Access Control in a single platform	
Ability to electronically control ingress of door (See Note)	Back Door	Access Control Solution to restrict access on the ingress of specified door using a reader	

Installation Requirements

Requirement	Additional Requirement Information (Note)	Security Monster Solution	Additional Solution Information
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - Main Entry Door Sensors	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - North Chamber Door Sensor	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - Chamber Room Motion	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - South Chamber Exit Door Sensor	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to replace existing hardware, software and/or infrastructure (See Note)	Security Alarm Panel	Security Monster to Replace Existing Equipment with New Equipment	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Security - Back Door Sensor	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to replace existing hardware, software and/or infrastructure (See Note)	Security Alarm Keypad	Security Monster to Replace Existing Equipment with New Equipment	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Main Entry Right Maglock	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Main Entry Left Maglock	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Main Entry Request to Exit Motion	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Office to Chamber Electronic Strike	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Office to Chamber Door Position Switch	Security Monster to Re-Use Existing Devices as Described in Note	

Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	North Chamber Electronic Strike	Security Monster to Re-Use Existing Devices as Described in Note	<i>Item 5.</i>
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Existing Cat5/6 Camera Network Infrastructure	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Front Lobby Camera	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Front Parking Camera	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to replace existing hardware, software and/or infrastructure (See Note)	TruVision NVR with New Easy to Use/Expandable Video Solution	Security Monster to Replace Existing Equipment with New Equipment	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Front Entry Camera	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Existing New In Box Camera for Ecommerce Shot	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Chambers Camera	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	Back Exterior Camera	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	East Upstairs Camera	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	West Parking Camera	Security Monster to Re-Use Existing Devices as Described in Note	
Security Monster to re-use existing hardware and/or infrastructure and assumes its in working condition (See Note)	West Upstairs Camera	Security Monster to Re-Use Existing Devices as Described in Note	

Special Terms & Conditions:

1. Coburg City Hall understands that if the installation date is delayed by Coburg City Hall, that rescheduling will be dependent upon Security Monster's installation calendar and may result in extended delays
2. If Coburg City Hall has customer requirements they are responsible for, Security Monster anticipates those to be completed as described in the requirements listed above. If those requirements are not completed in full and on time by Coburg City Hall, Security Monster will seek for approval to finish work on a Time and Material basis.
3. Coburg City Hall understands that Central Station Monitoring and Video Server **cannot be activated** until final payment is received, and all necessary paperwork is completed
4. Coburg City Hall agrees to pay Security Monster in accordance with the payment schedule in agreement below and will require the down payment payable upon signing and approving this project. The balance of the system will be due no later than the completion of the installation unless otherwise noted. If installation window is more than 30 days, a progress invoices will be issued and expected to be paid upon receipt. Any order cancelled is subject to a refund of their deposit minus any installed equipment, billable installation labor, 20% restocking fee for uninstalled equipment and a 5% admin/operations fee.

Please sign to acknowledge and agree to the above Scope of Work Document along with the Special Terms & Conditions: _____

SECURITY MONSTER
780 Bailey Hill Road, Suite 3
Eugene, OR 97402
(541) 342-8111

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 7/30/2021

Subscriber's Name: Coburg City Hall

Telephone No.: (541) 682-7853

Address: 91336 North Willamette Street, Eugene OR 97408

Cell Phone No.: _____

1. SECURITY MONSTER (hereinafter referred to as "SM" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services**.

Purchase Price: \$ 12,999.00

Approximate date work to begin 8/9/2021

Taxes: \$ 0

Estimated date work to be substantially completed 9/17/2021

Total: \$ 12,999.00

Down Payment: \$ 6,500.00

Balance due upon completion of installation: \$ 6,499.00

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**

Q-10532 Security, Access and Surveillance

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF SM:** Provided Subscriber performs this agreement for the full term, upon termination SM shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by SM is the intellectual property of SM and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SM. SM's signs and decals remain the property of SM and must be removed upon termination of this agreement.

4. **CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**
SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:
Billing shall be: Monthly Quarter Annually Semi-Annually Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay SM:

(i) The sum of \$ 12,999.00, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of \$ _____ per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

(i) Subscriber agrees to pay SM on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay SM for all parts and labor at time of service. Subscriber is not obligated to call SM for per call service and SM is under no duty to provide service except its warranty service during warranty period. Service by anyone other than SM during warranty period relieves SM of any further obligations under the Limited Warranty.

Subscriber to initial for per call service option: _____

(ii) Subscriber agrees to pay SM for service of the security equipment the sum of \$ _____ per month for the term of this agreement.

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay SM \$ _____ per month for the term of this agreement for inspection service. If this option is selected SM will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. SM will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which SM has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay SM the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, SM or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by SM or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay SM the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

Recording Device Monitoring Center Remote Video / Audio Monitoring for Live Streaming

Video Clips Monitored Upon Alarm Activation Only Verification Recorded Video Clips Cloud Service Data Storage and Retrieval

Remote Access By Subscriber Video Data to Subscriber's Smart Phone Self-Monitoring Audio Other (describe):

(f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay SM the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:

Remote Access Administration On-Site Administration Data Storage Data Backup

(g) **GUARD RESPONSE:** Subscriber agrees to pay SM the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

(h) **SELF-MONITORING:** Subscriber agrees to pay SM the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(h) ABOVE, SUBSCRIBER SHALL PAY \$84.95 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(h).

5. **TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of 1 month(s) and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof SM shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. SM may invoice Subscriber in advance monthly, quarterly, or annually at SM's option. Unless otherwise specified herein, all recurring charges for 4(a)-(h) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. **MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, SM or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from SM. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SM or SM's designee Monitoring Center and SM does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of SM and are not

maintained by SM except SM may own the radio network, and SM shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SM with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, SM will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SM's notification obligation. All changes and revisions shall be supplied to SM in writing. Subscriber authorizes SM to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests SM to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SM \$90.00 for each such service. SM may, without prior notice, suspend or terminate its services, in SM's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SM.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and SM shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without SM's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by SM, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by SM or Subscriber's Internet or wireless connection device which is compatible with SM's remote services. SM will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which SM has no control. The remote services server is provided either by SM or a third party. SM shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. SM shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and SM shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. SM does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, SM will authorize Subscriber access. SM is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SM shall have no liability for such third party unauthorized access. SM is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SM is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service SM or its designee shall store and/or backup data received from Subscriber's system for a period of one year. SM shall have no liability for data corruption or inability to retrieve data even if caused by SM's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SM and SM has no responsibility for such access or IP address service. SM shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided SM will maintain the data base for the operation of the Access Control System. Subscriber will advise SM of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SM regarding personnel access must be in writing via email or fax to addresses designated by SM. SM shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. SM shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, SM shall store data received from Subscriber's system for one year. SM shall have no liability for data corruption or inability to retrieve data even if caused by SM's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by SM and SM has no responsibility for such access or IP address service. If system has remote access SM is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. SM shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. SM has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, SM or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests SM to station its guard at the premises for more than 30 minutes, and SM has sufficient personnel to provide such service, and SM makes no such representation that its personnel will be available, then Subscriber agrees to pay SM \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to SM to provide extended guard service by email, text or recorded conversation to SM at the time request is made and SM is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security equipment becomes defective, SM agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. SM reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. SM is not the manufacturer of the equipment and other than SM's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, SM makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and SM shall not be liable for consequential damages.** SM does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **SM expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SM. Subscriber acknowledges that any affirmation of fact or promise made by SM shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SM's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SM has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SM's breach of this agreement or negligence to any degree under this agreement is to require SM to repair or replace, at SM's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(i) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SM will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: SM shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SM's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SM, SM shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber assumes all risk of loss of material once delivered to the job site. Should SM be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SM for such service or material. NOTWITHSTANDING THE FOREGOING SM will be liable for damage to property while its employees are working on the premise but SM will not be liable for alarm equipment or service failure; customer carries insurance to cover those losses.

15. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify SM if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. SM shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, SM shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise SM of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and SM fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to SM, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by SM, evidencing that warranty service was requested by Subscriber.

16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without SM's written consent.

17. ALTERATION OF PREMISES FOR INSTALLATION: SM is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SM's sole discretion for the installation and service of the security system, and SM shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SM.

19. LIEN LAW: SM or any subcontractor engaged by SM to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SM or SM's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SM, which shall not unreasonably be withheld. SM shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: SM and Subscriber agree that SM is not an insurer and no insurance coverage is offered herein. The security system, equipment, and SM's services are designed to detect and reduce certain risks of loss, though SM does not guarantee that no loss or damage will occur. SM is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SM's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct.

22. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and SM is named as additional insured and which shall cover any loss or damage SM's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or SM's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. SM shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SM and its subcontractors for loss or damages caused by perils intended to be detected by SM's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

23. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SM AS A RESULT OF SM'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SM'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SM'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE SM'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SM'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by SM, the payments to be made by the Subscriber for the term of this agreement form an integral part of SM's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SM's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SM, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and SM shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. In any action commenced by SM against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST SM ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision you are waiving your right to a trial before a judge or jury, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Oregon, except for arbitration which is governed by the FAA and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where SM's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SM in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

25. SM'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SM is authorized and permitted to subcontract any services to be provided by SM to third parties who may be independent of SM, and that SM shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints SM to act as Subscriber's agent with respect to such third parties, except that SM shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SM's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of SM.

26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify SM in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event SM discovers the presence of suspected asbestos or other hazardous material, SM shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate SM for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If SM, in its sole discretion, determines that continuing the work poses a risk to SM or its employees or agents, SM may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate SM for all services rendered and material provided to date of termination. SM shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall SM be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SM assigned by SM to perform any service for or on behalf of Subscriber for a period of two years after SM has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SM shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with SM, times twelve, together with SM's counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse SM for any fees or fines relating to permits or false alarms. SM shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons SM requiring any services or appearances, Subscriber agrees to pay SM \$150 per hour for such services and appearances. Subscriber shall reimburse SM for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants SM a security interest in the security equipment installed by SM and SM is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize SM to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

**ANDROK INCORPORATED
D/B/A SECURITY MONSTER:**

SUBSCRIBER:

By: _____
Signature

Subscriber: Signature by Authorized Officer Title of Person Signing

Print Name of Subscriber

COBURG CITY COUNCIL ACTION/ISSUE ITEM



TOPIC: Finance/Audit Reappointments

Meeting Date: August 10, 2021
 Staff Contact: Tim Gaines, Finance Director
 Contact: 541-682-7870, tim.gaines@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Consider reappointment of three Finance/Audit Committee Members for a two year term.

Recommended Motion:

I Move to recommend Mayor Smith appoint Cathy Engebretson, Coleen Marshall, and Terry Dawson to Finance/Audit Committee for two-year term expiring in June 2023 as recommended by Finance/Audit Committee.

BACKGROUND

There are three Finance Committee positions up for reappointment.

Bylaws:

Section 1. The Finance/Audit Committee shall consist of five (5) persons, one of whom will be an incumbent City Councilor. Five members shall be City residents. Members shall be nominated by the Mayor, and confirmed by the City Council. Interested parties may submit an application for the Committee. The Mayor shall consider such applications.

Section 7. Members shall be appointed for two year terms, renewable upon majority vote of the committee present at a meeting.

Finance/Audit Committee unanimously recommended to City Council to reappoint

- **Cathy Engebretson, Position 1(Member since November 2014)**
- **Coleen Marshall, Position 2(Member since November 2014)**
- **Terry Dawson, Position 3 (Member since November 2014)**

The vote was (3-0) on July 28, 2021. We only have three members at this time due to Patrick Kocurek resigning from his position prior to this meeting.

The appointments will expire June 2023. The positions would be eligible for reappointment at that time.

RECOMMENDATION AND ALTERNATIVES

1. Reappoint Finance/Audit Committee members.
 2. Do not reappoint one or more Finance/Audit Committee members. In this case, it is recommended that the vacancy be noticed and posted until another applicant is selected by Finance/Audit Committee.
 3. Taking no action would result in the Finance/Audit Committee positions becoming vacant.
-

BUDGET / FINANCIAL IMPACT

No financial or budget impact.

PUBLIC INVOLVEMENT

None

NEXT STEPS

If reappointed, the Finance/Audit Committee members(s) will be notified.

ATTACHMENTS

None

REVIEWED THROUGH:

Anne Heath, City Administrator



COBURG CITY COUNCIL ACTION/ISSUE ITEM

Topic: Alley Update and Analysis Added to the Staff Work Plan

Meeting Date: August 10, 2021

Staff Contact: Anne Heath, City Administrator

682-7871, anne.heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Add the alley analysis to the staff work plan

***Recommended Motion:** I move that the Council approve the alley analysis be added to the staff work plan*

POLICIES OR CITY COUNCIL GOAL(S)

- **Livability, Health, and Vitality**
 - **Utilities & Infrastructure**
 - **Strategic Planning**
-

BACKGROUND

Over the last few months the Council and staff have heard complaints and concerns raised regarding alleys in the City limits. Numerous hours of staff, engineering, planning and legal time have been spent to try to resolve the issues.

The City has some alleys in which infrastructure is located and these alleys need to be retained and maintained. However, there are many alleys that were platted early in the City's history, and serve no viable purpose. In addition, there are structures in the alleys that may, **or may not** be encroaching, or permitted. Many of these structures have been in place for decades and may have been permitted decades ago but would not be permitted now. These would not be legal and would be considered encroaching with the City's current standards.

The task of addressing these alley issues individually as they come up takes valuable staff time, and is an unreasonable approach. Additionally, it can be expensive to engage legal, engineering, and surveyors for each instance.

SOLUTION

An overall analysis needs to be conducted of the alleys to determine:

1. Which alleys contain City infrastructure and need to be maintained
2. Which alleys serve no purpose and should be vacated and/or easements dissolved.
3. Determine private property encroaching in the alleys that need to be maintained by the City
4. Develop a policy for addressing encroachment in the alleys essential to the City as easements.

RECOMMENDATION AND ALTERNATIVES

Staff recommends that the Council add the Alley Analysis to the work plan to be conducted in Fiscal Year 2022 and 2023. Further, we recommend that that Mayor appoint a Councilor (s) to work with the staff on this issue. The following should be included in this discussion:

Public Works
 Planning
 City Recorder
 City Attorney
 City Engineer

This work will consider the mapped alleys, identify those that need to be maintained by the City, and make recommendations for vacation of easements. Finally, a list of properties illegally encroaching in the alleys will be developed, and a recommendation of action will be provided to the City Administrator.

Addition to the Staff Work Plan

In keeping with Council policy regarding work plan items, the Council need to vote to add this project to the Staff Work Plan.

Timing

Staff will need to work this in to the scheduled work plan items over the next fiscal year, but as soon as possible while considering other priority work plan tasks.

Alternative

The alternative is to continue to address the alley issues as they come up which is a cost to the City in staff time and professional fees, and can be very complicated as there are many different circumstances and concerns that are raised.

BUDGET / FINANCIAL IMPACT

The budget impact will be legal fees, surveys, and location and identification of utilities

PUBLIC INVOLVEMENT

1. None during analysis period
 2. Public involvement may be needed at the end of the project if recommendations for use of alleys is determined by the committee
-

NEXT STEPS

Form Staff Work Group
Schedule work
Make recommendations to City Administrator
Present to City Council

ATTACHMENTS

None.

REVIEWED THROUGH

Anne Heath, City Administrator
Sammy Egbert, City Recorder
Brian, Harmon, Public Works Director



COBURG CITY COUNCIL MONTHLY REPORTS

TOPIC: Citizen Inquiry Quarterly Report

Meeting Date: August 10, 2021

Staff Contact: Sammy Egbert, City Recorder

Contact: 541-682-7852, sammy.egbert@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

This is a quarterly report to City Council and is presented as information only on the Citizen Inquiry requests received.

Suggested Motion: Information only

CITY COUNCIL GOAL

Citizen Communication

BACKGROUND

City Council directed staff to provide a quarterly report on Citizen Inquires submitted to the City. The report attached is a summary of what was received and the current status.

This report covers all inquiries received April, May and June 2021. Additional information including staff responses and history on the inquiry are available if requested.

PROCESS for Inquires received by the City

- Inquiries are received at the front desk. Logged, numbered and routed to departments who may be responding.
- Department heads receive the Inquiry electronically with email directions below
 - Print a working copy for yourself.
 - Follow up with the person who made the inquiry by letter, email or phone calls letting them know what the City policy is and how the inquiry has been handled. - N/A if Anonymous
 - On form under response summarize action and follow up. Attach all supporting documentation emails and summary of how handled and sign off as department head.
 - Forward to City Administrator to sign. City Administrator will review sign off and send to City Recorder to log, close and retain.

5/4/2021	Joe Mornea	Tree & Yard debris and old fencing thrown on his property	5/11/2021
5/25/2021	Rick Turtura	Trees Trim Stop Sign at Abby & W McKenzie	6/7/2021
5/25/2021	Anonymous	N. Skinner Construction, Junk, Dog at large,	6/7/2021
5/20/2021	Ray Smith	Coleman St North of Maple- Pothole	6/7/2021
5/14/2021	Vee Silva	Tree Concerns -	6/7/2021
6/1/2021	Schuessler & Neighbors	Noxious Vegetation - Vintage (Myers) Property	7/1/2021
6/3/2021	Admin	Noxious Vegetation - 91070 Miller (Duplex)	6/23/2021
6/3/2021	Admin	Noxious Vegetation - 16-03-32-11-1700 & 1800,	6/23/2021
6/3/2021	Admin	Noxious Vegetation - 91166 N Willamette Street	7/6/2021
6/3/2021	Admin	Noxious Vegetation - 32720 E Pearl St	7/2/2021
6/3/2021	Admin	Noxious Vegetation - 91012 S Willamette	7/2/2021
6/3/2021	Shattuck	Noxious Vegetation - Delaney & Coleman Vacant Lot	6/23/2021
6/3/2021	Admin	Noxious Vegetation - 91030 S Miller	6/18/2021
6/3/2021	Admin	Noxious Vegetation - 91188 N Skinner St	6/24/2021
6/3/2021	Shanna Bunce	Alley by 91011 Full of blackberries	6/10/2021
6/7/2021	David Fendrich	Weeds and trash on Coburg Loop Path	6/8/2021

PURPOSE

The purpose is to provide accountability and consistency on following up with citizens questions and concerns.

BUDGET

Not Applicable

RECOMMENDATION

None

NEXT STEPS

Next quarterly report will be at the July 2021 Council Meeting.

ATTACHMENTS

None

REVIEWED THROUGH:

Anne Heath, City Administrator

COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: City Administration Report

Meeting Date: August 10, 2021

Staff Contact: Anne Heath, City Administrator

Contact: 541-682-7871, anne.heath@ci.coburg.or.us

The following is an overview of important activities during the month of July, general administration, and upcoming work to be done. The information in this report is compiled by the City Administrator and Department Directors.

GENERAL ADMINISTRATION

Water Project Update

- **Premier RV**

Staff met with Premier RV and determined that their major concern was their irrigation wells. However, they were somewhat concerned about their potable water well. Staff made the recommendation that they have the well analyzed and that is where it has been left. If they can provide the City information that confirms a danger to their drinking water well, the City will move to get them water as soon as possible. It is in their best interest financially to wait for the water project to bring a water pipe to them. Staff will continue to assist them to the greatest extent possible.

Economic Development

- **Main Streets Coordinator**

We are very happy to welcome Tracey Pugh who joined the City as the Main Street Coordinator on August 2.

- **Bike Kiosk** – The architectural drawings have been completed and will be undergo an informal RFP for construction. Staff will also be sharing the final design with the Bike Kiosk committee as well as the Park/Tree Committee. All funding has been secured and staff are in the process of ordering equipment for the kiosk.

American Rescue Plan

- The City received a packet on Friday, July 23, which contained a contract, instructions for managing the funds, and final orders for how funds may be spent. City Administrator will provide a staff report for City Council in September.

Salary Survey

- City Administrator received the final salary survey in July. The staff leadership team met to discuss the survey and their recommendations on how, what and when it is presented to Council. A work session has been scheduled for August 31, to present to Council. Staff are preparing a full packet of materials to present on that evening. The Mayor has appointed Council President Nancy Bell to work with staff as we prepare for the work session.

Van Duyn East

- Van Duyn East is the road on the east side of the freeway that will serve the new industrial lands. The actual design of the road is complicated due to the jurisdictional control. The city can't influence the design of the road as it is not a local road and is not in the City limits. The following are the steps that must be completed in order to take local jurisdiction and design of the road:
 - Update comprehensive plan language – Council approved this action at their July meeting
 - Annex Van Duyn Road into the City. This will be a process that will come before the Planning Commission, City Council, the County, and then will need to be acknowledged by the State of Oregon.
 - Take Local Jurisdiction of the road, this will be an administrative step between the City and the County.

All of these steps together could take some time. However, staff is working to move it as fast as we can so that the City can determine the design of the road on the east side of I-5.

Alley Vacation

- See information regarding alleys under another tab.

Annexation

- Staff met with the developer to go over the draft buffer map for the property. This is the map of the open space which will be a barrier between the residents on the hill and the industrial lands. Staff have met with the property owners and the developer both in a zoom meeting, and on site. It is also part of the annexation agreement and must be approved as part of that agreement. The draft buffer map has been provided to the residents for review and comment. One resident on the hill has offered to be the informational contact for the neighbors and shares all information sent to him with the other residents. The City does not have an obligation to do any of this work as the residents are not in the annexed City. However, we have tried to include them and inform them in this discussion since we received the annexation application.

Upcoming Meetings

Heritage Committee – 8/11/2021
 Code Review Ad-Hoc – 8/12/2021
 Park & Tree Committee – 8/17/2021

Upcoming Community Events

Thursdays in Coburg – through August 26th
 Coburg Classic – August 7th
 Antique Fair - September 11th
 Coburg Block Party – September 17th

DEPARTMENTS AND OPERATIONS

City Recorder

- First meeting back in the City Council Chambers was a success! Live Stream and recording worked and sound was good (THANKS to IT support).
- New cameras and sound system equipment have been ordered. Waiting for some of the equipment to arrive. Contractor tentative date to start installation is August 23rd.
- New administrative assistant Sara has been training on front desk coverage, utility billing, and cash receipts. She is taking over the management of the park rentals, special event applications and meeting room coordination.
- Active recruitment for Budget Committee, Heritage Committee, Planning Commission and Finance Audit Committee.

Finance

- **No finance report this month. A full finance report for the month of June and the year-end will be submitted for the Council in September.**

Planning & Economic Development

- ANX 01-20 & ZC 01-20: Annexation agreement under review, significant effects analysis being conducted as required by ODOT;
- SUB 02-20: Final plat signed by City Administrator and being recorded by Lane County, begun formulating addresses for lots, construction will break ground soon;
- SR 01-21: Construction continues on Kendall Auto Collision Repair facility on Roberts Rd.;
- One Accessory Dwelling Unit (ADU) is awaiting more detailed information requested by plans examiner;
- Three Structural/Plumbing/Mechanical/Electrical Permits issued in July;

- Next Planning Commission meeting is August 18th. Interview process for new commissioner on agenda;
- Code Review Ad-Hoc Committee concluded work on Central Business District (CBD) code and will now begin to review the subdivision code;
- The Lane County transportation projects tour with ODOT Director, Kris Strickland, featuring a stop at the I-5 interchange and Pavilion Park for lunch, was a success

Councilor Bell, Councilor Fox, Commissioner John Marshall and Mayor Smith all took part in portions of the Lane County transportation project tour.



Public Works

- **Streets and ROW.**
 - Crews are still spending a lot of their time mowing and maintaining the ROW's
 - There is a plan for addressing these "high maintenance" ROW's, we are planning on putting down weed barriers and then adding river run type of rock.
- **Water Utility**
 - **Leak Repairs**
 - Crews repaired a 2" service that had multiply pin holes in it
- **Sewer Utility**
 - **Collections**
 - **Inspections**
 - 6
 - **Callouts**
 - 4
 - **Overflows**
 - By now you all are aware of the overflow that was caused due to vandalism. This was a major incident for the Public Works Dept. I can answer any questions you may have during the Council Meeting
- **Parks Dept**

- **Parks and Tree Committee**
 - Work party worked pulling weeds at Johnny Diamond Park
- **Park Maintenance**
 - Crews worked on aerating Johnny Diamond Park. The soil has become so tight that the irrigation water hasn't been able to get into the soil. We are also trying to remove and reduce the amount of weeds that we growing in the flower beds, this is really being helped by the Parks and Tree Committee and also citizens from the neighborhood.
 - Irrigation Controllers were worked on at Norma Pfeiffer Park. The downtime for these repairs caused an issue with the grass turning brown. The irrigation is back up and functioning.
 - Crews are also helping out with getting traffic control ready for all of the events in the Parks and around the town.
- **Misc.**
 - **Locates**
 - 8
 - **Work Orders**
 - 41

Municipal Court

- **July 2021 Activity Measures:**
 - **Citations (Crimes and Violations)**
 - New Citations for July 20, 2021 Court Date: 29
 - **July 2021 Receipts Including Collections,**
 - **Total Fines:** \$10,129.56 (total monies taken in for the month, nothing deducted), *compared to \$12,185.50 in July of 2020*
 - **Net Fines:** \$ 5,612.00 (City share only, NOT including collections), *compared to \$7,804.50 in July of 2020*
 - **July 2021 Professional Credit Service Collections:**
 - **Total Collection Revenue:** \$ 4,517.56 *compared to \$4,381.00 in July of 2020*
 - **Turned over to collection:** \$ 12,020.00 *compared to \$ 0 in July of 2020*

Comparisons should only be considered when viewing the year-to-date amounts as court dates are not consistently held on the same dates each month, nor is there consistent cases presented to the court.

Other Information:

- **Upcoming Court Date: August 10, 2021, Regular Court Session**

September 21, 2021, Regular Court Session

Police Department

- Officers assisted public works on a broken sewer pipe. Officers obtained a confession from the individual who caused the damage.
- Officers arrested a suspect for a felony warrant and criminal driving while suspended.
- Officers issued a speeding citation on I5 for 102 miles per hour
- Officers reorganized the police departments storage shed
- Officers preformed bailiff duties at the Harrisburg Municipal Court
- Officers investigated a DHS referral.
- Officers attended a monthly Department Meeting
- Officers assisted the Lane County Sheriff's Department in a death investigated. The death appears to be due to an overdose.
- Officers preformed bailiff duties at the Coburg Municipal Court
- Sgt. Wicks inspected all firearms to include handguns, shotgun, less than lethal shotguns and patrol rifles
- Officers stopped several individual riding bicycles and walking around
- Officers did traffic control for the parade and fireworks show at the Harrisburg Fourth of July celebration
- Officers investigated a theft from a local business.

Upcoming Events:

- August 3rd Harrisburg National Night Out event
- August 7th Coburg Car Classic
- August 6th and 7th Harrisburg Harvest Festival
- August 27th BACA event. Bikers Against Child Abuse
- September 11th - Antique Fair
- September 29th and 30th Oregon Association Chief of Police conference
- October 8th Evidence room audit
- October 11th through 15th Officer Miller going to firearms instructor course
- November/December – MILO (Multi Interactive Learning Objective) training (De-escalation)

Attachments

At the 2021 City Council retreat the City Council discussed ways to better connect with City Committees and the Planning Commission. Council decided it would be helpful to stay updated monthly on what each committee is working on. They requested that staff provide the minutes from all public meetings in the monthly City Council packets.

A. 7/14/2021 Heritage Committee



Coburg Heritage Committee
July 14, 2021 – 6:00 p.m.
Virtual Meeting – City Hall
91136 North Willamette St.

COMMITTEE MEMBERS PRESENT: Marissa Doyle, chair; Shannon Sardell, Michelle Shattuck.

COMMITTEE MEMBERS ABSENT: Stephan Sheehan, Mark Alexander, City Councilor.

STAFF PRESENT: Megan Winner, Economic Development Coordinator.

GUESTS PRESENT: Kuri Gill, Grants and Outreach Coordinator at Oregon Heritage, Oregon Parks and Recreation.

1. Call the Meeting to Order

Ms. Doyle opened the Heritage Committee meeting at 6:01 p.m.

2. Roll Call

Ms. Winner called roll and a quorum was present.

3. Approval of Minutes

MOTION: Ms. Sardell moved, seconded by Ms. Shattuck, to approve the May 12, 2021, Heritage Committee minutes as presented and the June 9, 2021 Heritage Committee minutes as presented. The motion passed unanimously.

4. Special Guest

Ms. Gill said she was there as part of their Certified Local Government (CLG) review to observe the meeting and answer any questions that the Committee had. The State Preservation office was required to give non-competitive CLG grants out. 25% of grant dollars from the National Park Service went towards CLG grants. Every four years they reached out to different groups to see how they were doing and if they had any questions. The National Alliance of Preservation Commissions was a great national resource and in 2022 they would resume their conference. She said that Committee members were welcome to attend.

5. Committee Business

- Preservation Award Plaque Discussion

Ms. Sardell asked if they had sent out letters to the property owners yet. Ms. Winner replied that they had not done so yet. Ms. Sardell questioned what they would do if a property owner did not want the award. She thought having a more formal letter from the whole Committee would be more official. The Committee agreed that was a good idea. Ms. Shattuck noted that Mr. Sheehan was going to contact the owners so he could answer any questions they had.

Ms. Winner stated that at the meeting they needed to decide on the final wording that would go on the plaque. She said that Mr. Sheehan's bid was for aluminum plaques, but she knew that the Committee was leaning towards bronze.

Ms. Sardell thought they should do a standard plaque that could be put on anything. Ms. Shattuck knew they had talked about having all the same wording except for the date the building was created. If they wanted to include the name of the property it would cost more money. The Committee decided that the plaque would have the property date and name of the property.

Ms. Sardell wanted them to include the community more in the next three houses they chose.

Ms. Shattuck had put together a visual of what the plaque would look like based off her conversation with the business. They all liked the positioning of the Coburg bike logo. After the logo it would read "The Coburg Heritage Committee recognizes this property for its historic significance in our community". Ms. Sardell thought they should put the historic name of the property on the plaque by adding another line. That line would read "[property name] was built in [year it was built]".

MOTION: Ms. Sardell moved, seconded by Ms. Shattuck, to approve the language for the September 2021 Heritage Committee plaque awards as "The Coburg Heritage Committee recognizes this property for its historic significance in our community" followed on another line with "The [property name] was built in [year property was built]". The motion passed unanimously.

Ms. Shattuck asked if there was any preference for the font. Ms. Winner would check to see if Coburg had a font they normally used, but she did not think so. She noted that they could try and match it to the Coburg logo font which incorporated some swirls at the end of letters.

Ms. Shattuck originally discussed a 4 x 6 plaque size but thought they might want to change that since they added more words. Ms. Winner mentioned that the example the business gave was 8 x 6. Ms. Sardell thought that 9.5 x 6.5 would work well to fit all the text without looking cramped. She wanted to see a mock-up first before they went through with all three of the plaques. Ms. Shattuck would ask them to get a mock-up.

- Review New Booth Kelly Mill Trail Signage from Park | Tree Committee

Ms. Doyle said that Terry Dawson from the Park | Tree Committee put together the mock-up for the new Booth Kelly Mill Trail. They were asking if the Heritage Committee had any edits or issues with them.

Ms. Winner pointed out that the design was the same as the Norma Pfeiffer Park signs.

Ms. Sardell asked what the signs would be made of. Ms. Winner did not know. Ms. Doyle knew that they would be on metal.

Ms. Winner would let the Park | Tree Committee know that they did not have any concerns.

6. Future Meetings | Dates to Remember

Next Heritage Committee Meeting: August 11, 2021

Ms. Doyle inquired into when they would be able to meet in person again. Ms. Winner told her that they were allowed to do in-person meetings again and could start with their August meeting.

7. Adjournment

Ms. Doyle adjourned the meeting at 6:52 p.m.

(Minutes recorded by Lydia Dysart)

APPROVED by Heritage Committee on this ____ day of ____ 2021.

ATTEST:

Sammy L. Egbert, City Recorder

Marissa Doyle, Chair