



CITY OF SWEET HOME CITY COUNCIL AGENDA

December 12, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 541-367-5128, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 276 473 769 028

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Consent Agenda:

- a) Approval of Minutes:
 - i) [2023-11-28 City Council Minutes](#)
 - ii) [2023-12-06 City Council Executive Session Minutes](#)

IV. Recognition of Visitors and Hearing of Petitions:

- a) Harvest Festival Chili Cook-Off Proceeds Award

V. Old Business:

VI. New Business:

- a) [Request for Council Action – Approving an Agreement for Personal Services with Markowitz Herbold PC](#)
- b) [Request for Council Action – Applications for Naming Publicly Owned Facilities – Pocket Parks](#)
- c) [Request for Council Action – Approving Resolution No. 35 for 2023 in Support of Establishing a Continuum of Care](#)
- d) [Request for Council Action – Ordinance Bill No. 18 for 2023, Zone Map Amendment ZMA23-03](#)

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

VII. Ordinance Bills

- a) Request for Council Action and First Reading of Ordinance Bills
- b) Second Reading of Ordinance Bills
- c) Third Reading of Ordinance Bills (Roll Call Vote Required)
 - i) [Request for Council Action – Ordinance Bill No. 17 for 2023, Ordinance 1323, Granting Franchise Renewal to Comcast for Cable Service](#)

VIII. Reports of Committees

IX. Reports of City Officials:

City Manager's Report

- i) Notice of Meeting Cancellations

Mayor's Report

X. Department Director's Reports (1st meeting of the Month)

Library Services Director

- i) [Library Director Report - December 2023](#)

Community and Economic Development Director

- i) [Community & Economic Development Department Report for November 2023](#)

Public Works Director

- i) [Public Works Director Report - December 2023](#)

Police Chief

- i) [Police Chief Report - December 2023](#)

XI. Council Business for Good of the Order

XII. Adjournment



CITY OF SWEET HOME CITY COUNCIL MINUTES

November 28, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Mahler
Councilor Lisa Gourley
Councilor Dylan Richards
Councilor Angelita Sanchez
Councilor Josh Thorstad
Councilor Dave Trask

STAFF

Kelcey Young, City Manager
Matt Brown, Finance Director
Megan Dazey, Library Services Director
Blair Larsen, Community & Economic Development Director
Adam Leisinger, Communications Manager
Jason Ogden, Police Chief
Cecily Hope Pretty, Administrative Services Director
Robert Snyder, City Attorney
Greg Springman, Public Works Director

MEDIA

Ethan Hoagland, The New Era

GUESTS

James Corley, 1408 45th Avenue, Sweet Home, OR 97386
Robert Egner, 28628 Ridgeway Road, Sweet Home, OR 97386
Ben Roche, 2551 Boston Street SE, Albany, OR 97322

City Manager Young announced a Water Quality Question and Answer Session to be held on December 5, 2023 at 5:30 PM at the Jim Riggs Community Center.

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

Consent Agenda:

Approval of Minutes:

- a) 2023-11-13 City Council Executive Session Minutes (4:30 PM)
- b) 2023-11-13 City Council Executive Session Minutes (5:30 PM)
- c) 2023-11-13 City Council Minutes

A motion to approve the Consent Agenda was made by President Pro Tem Mahler. Councilor Richards seconded the motion. The motion carried unanimously by those present.

Recognition of Visitors and Hearing of Petitions:

Ben Roche spoke of affordable housing and concerns with City Code regarding Accessory Dwelling Units and manufactured homes. He asked City Council to consider modifications to the Code to eliminate multi-section limitations and size restrictions.

James Corley thanked the City Council and staff for hosting the Water Quality Information Session on November 20, 2023.

Robert Egner thank the City Council and staff for hosting the Water Quality Information Session and expressed concerns regarding the City's legal involvement.

Councilor Trask entered at this time.

Old Business:

There was no old business to be heard.

New Business:

- a) Request for Council Action – Approving Resolution 34 to Declare a Continuous Commitment to Water Quality

City Manager Young stated that staff had been investigating legal options regarding the Green Peter Reservoir drawdown. She noted that Sweet Home was at the forefront of building a coalition with community partners and legislators. She stated that she was in communication with multiple law firms and final decisions regarding litigation would be brought before the City Council for consideration.

A motion to approve Resolution 34 was made by President Pro Tem Mahler. Councilor Richards seconded the motion. The motion carried unanimously.

- b) Request for Council Action – Ordinance No. 17 for 2023 Granting Franchise Renewal to Comcast for Cable Service

City Attorney Snyder presented the Ordinance to approve a Franchise Agreement with Comcast for ten years. He noted that the City would receive 5% of Comcast's gross revenues for cable services.

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

A motion to conduct the first reading of Ordinance Bill No. 17 for 2023 was made by President Pro Tem Mahler. Councilor Richards seconded the motion. The motion carried unanimously.

The first reading of Ordinance Bill No. 17 for 2023 was conducted.

Second Reading of Ordinance Bills

A motion to conduct the second reading of Ordinance Bill No. 17 for 2023 by title only was made by President Pro Tem Mahler. Councilor Richards seconded the motion. The motion carried unanimously.

The second reading of Ordinance Bill No. 17 for 2023 by title only was conducted.

Reports of Committees:

Ad Hoc Committee on Health

Mayor Coleman stated that the Ad Hoc Committee on Health would be formalized as an official standing committee effective January 2024. She noted that the Committee would meet quarterly.

Reports of City Officials:

City Manager's Report

City Manager Young noted that she held open office hours for the public every Thursday from 1:00 to 2:30 PM and stated that she was available to meet by appointment outside of those hours. She announced that she would be on leave beginning December 8, 2023. She recommended the following interim City Manager assignments:

- 12/8-12/15 – Director Larsen
- 12/16-12/25 – Chief Ogden
- 12/26-1/1 – Director Dazey

She stated that all directors would be available in January but she would also likely be available and did not recommend a formal interim for that time. She also reminded City Council of the City's Christmas Tree Lighting on December 1, 2023 at 5:30 PM.

Mayor's Report

Mayor Coleman stated that she would be out of town for the remainder of the week and inquiries should be directed to President Pro Tem Mahler. She expressed her gratitude to community members who attended the Water Quality Information Session and noted that the City was collaborating with multiple partners to address the effects of the Green Peter Reservoir drawdown.

City Attorney Snyder requested a vote regarding the interim City Manager schedule.

A motion to approve the recommended schedule was made by Councilor Trask. President Pro Tem Mahler seconded the motion. The motion carried unanimously.

Department Director's Reports

Community & Economic Development

- a) Community & Economic Development Department Monthly Report for October 2023

Director Larsen stated that the City would host an open house regarding updates to the Transportation System Plan on November 29, 2023.

Director Dazey highlighted a visiting author event at the library on December 2, 2023 discussing books set in Sweet Home.

Council Business for Good of the Order

Councilor Sanchez highlighted the upcoming Hanukkah holiday.

Adjournment

There being no further discussion, the meeting was adjourned at 7:22 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL EXECUTIVE SESSION MINUTES

December 06, 2023, 7:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi
PLEASE silence all cell phones.

The meeting convened at 7:03 PM.

Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Mahler
Councilor Lisa Gourley
Councilor Angelita Sanchez
Councilor Josh Thorstad
Councilor Dave Trask

ABSENT

Councilor Dylan Richards

Executive Session Announcement

The Sweet Home City Council will now meet in Executive Session.

The Executive Session is held pursuant to ORS 192.660 (2) (h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Official representation of the news media and designated staff shall be allowed to attend the Executive Session. All other members of the audience are asked to remain outside the room during the Executive Session. Representatives of the news media are specifically directed not to report on any of the discussions during Executive Session, except to state the general subject of the session as previously announced. No formal actions may be taken in Executive Session.

Formal actions to be taken, if any, as a result of the Executive Session will be conducted during the Council's regular session.

Mayor Coleman read the Executive Session announcement.

The Sweet Home City Council will meet in Executive Session pursuant to ORS 192.660 (2) (h) which allows the City Council to meet in Executive Session to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Representatives of the news media and designated staff shall be allowed to attend the Executive Session, except any members of the news media which may be parties to the litigation may not attend. All other members of the audience are asked to remain outside the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced.

No final action or final decision may be made in Executive Session.

No action was taken during the Executive Session.

Adjournment

The meeting adjourned at 7:47 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Approving an Agreement for Personal Services with Markowitz Herbold PC

Preferred Agenda: December 12, 2023

Submitted By: Cecily Hope Pretty, Administrative Services Director

Reviewed By: Robert Snyder, City Attorney

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: Resolution No. 33 Declaring a Continuous Commitment to Water Quality, Resolution No. 34 to Pursue Potential Litigation

Towards Council Goal: Effective and efficient government, viable and sustainable essential services

Attachments: Draft Agreement for Personal Services

Purpose of this RCA:

Approval of an Agreement for Personal Services with the law firm Markowitz Herbold PC, pending successful negotiation of terms by the City Manager or her designee and the City Attorney, to represent the City of Sweet Home with respect to the water quality challenges the City is facing from implementation of the September 1, 2021 Opinion and Order issued in *Northwest Environmental Defense Center et al. v. United States Corps of Engineers et al.*, United States District Court for the District of Oregon, Case No. 3:18-cv-00437-HZ.

Background/Context:

In 2021, an interim injunction was issued requiring the U.S. Army Corps of Engineers to take certain actions across multiple Willamette Valley dams that were intended to improve fish passage and water quality. One such action was the requirement to lower Green Peter Reservoir to historically low levels, including surface elevations it has not seen since construction of the dam. There have been ongoing negative impacts to water quality, wildlife, the local economy and more since the drawdown began in earnest this fall. The City has been investigating potential options for litigation that may either prevent future drawdown impacts and/or provide economic restoration for the City of Sweet Home.

The Challenge/Problem:

The City of Sweet Home is spending unplanned time and money to combat water quality issues and maintain safe drinking water for the community. The drawdown, which occurred already this year and is planned for subsequent years, has already had devastating effects on the environment and is negatively impacting the local economy. Litigation may be necessary to try to stop future drawdowns and mitigate future impacts to Sweet Home.

Markowitz Herbold PC has been identified as the best possible legal representation for the City of Sweet Home in this matter. Entering into an Agreement for Personal Services will allow the City to move forward with litigation options. This agreement will also allow for other municipalities to join a future lawsuit.

Stakeholders:

- City of Sweet Home Citizens – Citizens of Sweet Home deserve a beautiful, functional environment, access to recreational facilities, quality drinking water, and economic opportunities.
- City of Sweet Home Employers – Local businesses are negatively impacted by the drawdown and its consequences.
- City of Sweet Home Staff – Staff is spending increased time and money to mitigate the impact of the drawdown.
- City of Sweet Home City Council – The City Council desires to take action to protect the community of Sweet Home.

Issues and Financial Impacts:

Litigation is likely to be long and costly, and it is not yet known what the cost will be to carry out a lawsuit from start to finish. The City of Sweet Home will continuously monitor its legal expenditures and the likelihood of successful outcomes to ensure that continued litigation is sustainable and make every effort to recoup legal fees in the event of an award for damages to the City.

Elements of a Stable Solution:

The City of Sweet Home must seek options to preserve the environment, safety, and prosperity of Sweet Home and ensure solutions are legally and fiscally viable for the City and its taxpayers. Future litigation has been identified as a possible solution. This agreement will also allow for other municipalities to join and share legal costs, which is beneficial and more sustainable for the City and its taxpayers. Additionally, Markowitz Herbold PC is offering a discounted rate for their services in this matter.

Options:

1. Do Nothing – Do not approve the agreement.
2. Motion to direct the City Manager or her designee and the City Attorney to negotiate an Agreement for Personal Services with Markowitz Herbold PC for legal services concerning the Green Peter Reservoir Drawdown and its negative effects and impacts on the City of Sweet Home and any necessary litigation therefrom to protect the interests of the City of Sweet Home and to execute same as soon as practicable. Approval will allow the City Manager or her designee and the City Attorney to begin negotiations in earnest with Markowitz Herbold PC and move forward with potential legal action once the agreement is signed.

Recommendation:

Option 2 is the recommended option: Motion to direct the City Manager or her designee and the City Attorney to negotiate an Agreement for Personal Services with Markowitz Herbold PC for legal services concerning the Green Peter Reservoir Drawdown and its negative effects and impacts on the City of Sweet Home and any necessary litigation therefrom to protect the interests of the City of Sweet Home and to execute same as soon as practicable.

AGREEMENT FOR PERSONAL SERVICES

1. Markowitz Herbold PC (“The Firm”) agrees to represent the City of Sweet Home (“Client”) in legal proceedings against the United States Corps of Engineers and/or other potentially responsible parties with respect to the water quality challenges the City is facing from implementation of the September 1, 2021 Opinion and Order issued in *Northwest Environmental Defense Center et al. v. United States Corps of Engineers et al.*, United States District Court for the District of Oregon, Case No. 3:18-cv-00437-HZ. The Firm will provide monthly invoices which will contain a statement of the services performed, the amount of time spent, the name of the person providing the services, and their hourly rate. They will also include an itemization of all costs advanced on Client’s behalf.

2. Client agrees to pay The Firm its 90% of its regular hourly rates for professional services. The Firm’s current rates are provided in a separate memorandum, a copy of which Client acknowledges receiving. The Firm reviews its rates yearly, and will provide Client with advance written notification if they change during our relationship. Professional fees include time spent by attorneys and paralegals, production assistants, and independent contract attorneys. Client also agrees to pay costs advanced and various office expenses such as photocopying, printing, postage, delivery services and computer-assisted legal research. Costs advanced may include such things as travel expenses, document management fees, expert, investigation and court reporting services, and witness and court fees. With respect to document management costs for electronically stored information, some matters require third-party ESI hosting and processing services; Client agrees to reimburse the Firm for those vendor costs, including those costs described in a memorandum attached to this Agreement. The Firm may request, and the Client agrees to pay, some outside providers directly. Client understands that, if The Firm hires an independent contract attorney to work on this matter, The Firm will charge Client at a rate comparable to that charged for The Firm’s associates, but higher than the amount the contract attorney charges The Firm. The Firm will take responsibility for the work of any contract attorneys and assumes the obligation and the administrative overhead for their services.

3. Payment from Client is due upon receipt of our invoice. If The Firm does not receive payment of any invoice within 30 days, The Firm reserves the right to cease work on the matter and to withdraw from further representation. All amounts remaining unpaid for more than 30 days after our invoice is received will accrue a late charge at the rate of one percent (1%) per month on the accrued balance. All fees earned and all costs or expenses advanced by The Firm shall be a lien on any settlement or judgment or recovery made or secured on behalf of the Client. If The Firm has reasonable concerns about Client’s payment history or ability to pay, The Firm may require as a condition of continued representation, and Client agrees to provide, adequate security for unpaid and future bills. This security may include financial statements, letters of credit, collateral, and personal guarantees from persons capable of paying unpaid and future bills. If the parties cannot agree upon adequate security, The Firm reserves the right to withdraw from representation. The Firm’s failure to assert a right to or

insist on strict compliance with these payment terms shall not be construed as a waiver of Client's obligations. Client agrees to promptly notify The Firm in the event of any concerns or complaints with our handling of their legal representation.

4. The Firm and Client agree that if they cannot resolve a dispute between them concerning fees or costs, such dispute shall be resolved in arbitration before the Oregon State Bar's Fee Arbitration Program (<http://www.osbar.org/feearbitration>), which decision shall be binding and final upon the parties in accordance with its rules. If either party resists arbitration before the Oregon State Bar's Fee Arbitration Program, then the exclusive forum for resolving that dispute shall be an arbitration conducted by a single arbitrator under the rules of the Arbitration Service of Portland, Inc., ("ASP") (<http://www.arbserve.com/>), whose decision shall be final and binding on the parties. If a party resists the jurisdiction of the ASP, the petitioning party shall be entitled to an order from any state or federal court in Portland, Oregon, compelling arbitration before the ASP, and the parties consent to the personal jurisdiction of any state or federal court in Portland, Oregon, and agree not to object to the jurisdiction of, seek transfer of venue from, or oppose a motion to transfer venue to, such courts. An award rendered in an arbitration authorized by this paragraph shall be final, and the parties consent that judgment upon the arbitration award may be entered in accordance with applicable law in any court having jurisdiction thereof. The sole issue to be determined in an arbitration authorized by this paragraph is the reasonableness of, and obligation to pay, fees and costs charged by The Firm to Client.

CLIENT AND THE FIRM UNDERSTAND THAT THEY ARE SPECIFICALLY WAIVING ANY RIGHT TO A JURY TRIAL FOR DISPUTES BETWEEN THEM CONCERNING THE REASONABLENESS OF, OR OBLIGATION TO PAY, FEES OR COSTS.

5. For any dispute between The Firm and Client, other than disputes concerning fees or costs, the parties consent to the personal jurisdiction of any state or federal court in Portland, Oregon, which shall be the exclusive venue for any such dispute. The parties agree that they will not object to the jurisdiction of, seek transfer of venue from, or oppose a motion to transfer venue to, such courts. The parties further agree that any such dispute shall be resolved pursuant to the laws of the State of Oregon, without regard to its provisions concerning the conflict of laws.

6. Case records, including Client's records, are subject to The Firm's Document Retention and Destruction Policy. Client acknowledges receipt, comprehension, and acquiescence of such policy. The enclosed memorandum sets forth that policy. At the conclusion of The Firm's representation of Client on this matter, The Firm will return records and property belonging to Client. If The Firm is required to continue storing those records or property, Client agrees to reimburse The Firm for actual storage costs.

7. Client agrees to give full and complete cooperation to The Firm in matters relating to this engagement and promptly inform The Firm of all facts relating to this matter and all changes in Client's address, phone number and employment status. Either Client or The

Firm may terminate this engagement on reasonable notice and upon satisfactory arrangement for payment of fees and costs then due.

8. The financial terms and conditions of this Agreement shall apply to this matter and all future matters for which Client engages The Firm to provide legal services.

9. Any modification, alteration or change in the terms or conditions of this Agreement shall only be effective if expressed in writing and signed by both parties.

10. The parties agree this Agreement was entered into at arms' length. In other words, The Firm did not provide legal advice, and Client did not rely on The Firm's legal advice, regarding this Agreement.

11. This Agreement may be executed in counterparts, including a party's signed signature page sent by mail, delivery service, facsimile, email, or other electronic transmission. Each counterpart so signed and transmitted shall be deemed an original signature, even if transmitted as a photocopy or in an electronic format, and together all such counterparts shall constitute execution of a single agreement.

12. The undersigned acknowledge they have read and understood the foregoing, this is a binding Agreement, and that the signatories to this Agreement have authority to bind the person or entity on whose behalf they have signed.

13. This Agreement shall be exclusively governed by the laws of the State of Oregon, without reference to choice of law rules.

IT IS SO AGREED.

For The Firm:

Date:

Kerry J. Shepherd
Shareholder, Markowitz Herbold PC

For Client:

Date:

Kelcey Young, City Manager
City of Sweet Home

DOCUMENT RETENTION AND DESTRUCTION POLICY

At the conclusion of your case, we will generally request that you take possession of your documents that you have given to us during the course of representation. We will ordinarily retain the rest of the non-duplicate case records for a period of 10 years. After 10 years, we may destroy these records without further notice to you. Exceptions to this destruction policy include the following:

- (1) Case files involving a minor. These files will be destroyed 10 years after the minor reaches majority age;
- (2) Estate plans and wills. These will be destroyed 10 years after the client is deceased;
- (3) Original contracts or agreements for which performance is still executory. These will be destroyed 10 years after performance has been completed;
- (4) Cases in which a judgment should be renewed. These will be destroyed 10 years after satisfaction or expiration of the judgment;
- (5) Original corporate books and records. These will be maintained indefinitely so long as the corporation or its assignee/successor remains a client. They will be returned thereafter or destroyed 10 years later;
- (6) Adoption files. These will be retained indefinitely.

2023 STANDARD HOURLY BILLING RATES

SHAREHOLDERS

David B. Markowitz	\$1,200.00
Jeffrey M. Edelson	800.00
Matthew A. Levin	800.00
Kerry J. Shepherd	800.00
Chad M. Colton	700.00
Laura Salerno Owens	700.00
Harry B. Wilson	700.00
Paul S. Bierly	675.00
Dallas S. DeLuca	675.00
Lauren F. Blaesing	545.00
R. Kyle Busse	545.00
Jeffrey S. Lovinger	545.00
Adam M. Starr	545.00
Stanton R. Gallegos	525.00
Molly K. Honoré	525.00
Anit K. Jindal	525.00
Vivek A. Kothari	525.00

STAFF ATTORNEYS

Stephen F. Deatherage	\$475.00
Adele J. Ridenour	475.00
Jermaine F. Brown	450.00
Chad A. Naso	450.00
Kathryn P. Roberts	450.00

ASSOCIATES

Erin N. Dawson	\$425.00
David A. Fauria	425.00
Alexandra L. Rhee	425.00
Allison L. Rothgeb	425.00
Kelsie G. Crippen	400.00
Hannah K. Hoffman	400.00
Josephine C. Kovacs	400.00
Joseph M. Levy	400.00
Jordan E. Pahl	400.00
Nicholas R. Sanchez	400.00
April M. Stone	400.00

CONTRACT

ATTORNEYS	\$250.00 - \$600.00
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LAW CLERKS

\$250.00

PRODUCTION

ASSISTANTS

\$115.00

PARALEGALS	\$220.00 - \$290.00
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2024 STANDARD HOURLY BILLING RATES

SHAREHOLDERS

David B. Markowitz	\$1,260.00
Jeffrey M. Edelson	840.00
Matthew A. Levin	840.00
Kerry J. Shepherd	840.00
Chad M. Colton	800.00
Laura Salerno Owens	800.00
Harry B. Wilson	800.00
Paul S. Bierly	710.00
Dallas S. DeLuca	710.00
Adele J. Ridenour	710.00
Lauren F. Blaesing	645.00
R. Kyle Busse	645.00
Jeffrey S. Lovinger	645.00
Stanton R. Gallegos	625.00
Molly K. Honoré	625.00
Anit K. Jindal	625.00
Vivek A. Kothari	625.00
Adam M. Starr	625.00

PARALEGALS \$230.00 - \$305.00

STAFF ATTORNEYS

Stephen F. Deatherage	\$495.00
Jermaine F. Brown	475.00
Chad A. Naso	475.00
Kathryn P. Roberts	475.00

ASSOCIATES

Kelsie G. Crippen	\$450.00
Erin N. Dawson	450.00
Hannah K. Hoffman	450.00
Josephine C. Kovacs	450.00
Alexandra L. Rhee	450.00
Allison L. Rothgeb	450.00
David A. Fauria	425.00
Joseph M. Levy	425.00
Jordan E. Pahl	425.00
Nicholas R. Sanchez	425.00
April M. Stone	425.00

CONTRACT

ATTORNEYS \$250.00 - \$600.00

LAW CLERKS

\$265.00

PRODUCTION

ASSISTANTS \$120.00

ELECTRONICALLY STORED INFORMATION PROCESSING AND STORAGE COSTS

The Firm has negotiated preferential rates with a global legal process outsourcing company to process and host client ESI in Relativity databases. ESI hosting costs, if any, will be included with the Firm’s monthly invoices to Client. Additional ESI processing and servicing costs will be separately invoiced by the outside vendor and paid by Client directly. The following rates apply for The Firm’s clients. The services are provided by the legal process outsourcing company at the following rates:

ESI Hosting		
ESI Data storage in a high performance Relativity environment (Relativity Orange Level Certification)	Gigabyte per month	\$12
ESI Collection, Forensic Analysis and Forensic Consulting Services		
Service Description	Unit	Price
ESI Collection (hourly) (Collection and Drive Imaging) US Locations On-site, in-lab, or remote forensic preservation of user email and data from workstations, network servers, and other media. Image backups are done to standard forensic file formats.	Per hour	\$300
Forensic Pre-Culling Extraction of a data subset from a forensic image of a laptop or desktop. Most common data targeting is through the use of a file extension and/or file signature listing. This lessens the amount of obvious non-relevant data included in downstream processing or other services.	Per hour	\$300
Forensic Analysis Services include forensic review of data relevant to an investigation or litigation, including the review of file system data, recovery of deleted data, windows registry analysis, user activity analysis, file or document provenance, and data exfiltration analysis.	Per hour	\$300
ESI Processing for Load to Relativity		
Service Description	Unit	Price
Data Processing (Flat Rate Per GB/Single Point Pricing) Includes: Indexing; Metadata Extraction; Native File Linking; Objective culling (De-Duplication, De-NIST, Date Range); Standard Native Data Load File with Standard Fields; Exception Report The flat rate price model is appropriate for data sets where only limited data volume reduction is expected.	Per GB	Tier I: 0-100 GB ingested \$135 Tier II: 101-500 GB ingested

<p>The ingested billable data volume is calculated as the uncompressed data volume prior to filtering or deduplication. Uncompressed data refers to the size of the data as it is ready to be processed, after preparatory steps are performed. Preparatory steps may include decryption of media, extraction of data from root containers or forensic images, the extraction of individual efiles from compressed containers (zip, rar, etc.), the extraction of embedded files contained within compound file types, and the extraction of individual email message items (MSG, EML) + attachments from standard email containers (PST, OST, NSF, EDB)</p>		<p style="text-align: right;">\$115</p> <p style="text-align: center;">Tier III: 500+ GB ingested</p> <p style="text-align: center;">Custom Quote</p>
<p>Data Processing (IN/OUT pricing) Includes: Indexing, Metadata Extraction; Native File Linking; Objective culling (De-Duplication, De-NIST, Date Range); Standard Native Data Load File with Standard Fields; Exception Report</p> <p>The IN/OUT price model is appropriate for data sets where significant data volume reduction is expected. (Running search terms and date culling before data is uploaded to Relativity)</p> <p>The ingested billable data volume is calculated as the uncompressed data volume prior to filtering or deduplication. Uncompressed data refers to the size of the data as it is ready to be processed, after preparatory steps are performed. Preparatory steps may include decryption of media, extraction of data from root containers or forensic images, the extraction of individual efiles from compressed containers (zip, rar, etc.), the extraction of embedded files contained within compound file types, and the extraction of individual email message items (MSG, EML) + attachments from standard email containers (PST, OST, NSF, EDB)</p> <p>The resulting set billable data volume is calculated as the uncompressed data remaining after all culling and filtering is completed.</p>	<p style="text-align: center;">Per GB</p> <p style="text-align: center;">In/Out</p>	<p style="text-align: center;">Tier I: 0-100 GB ingested</p> <p style="text-align: center;">\$60 Ingestion \$115 Resulting Set</p> <p style="text-align: center;">Tier II: 101-500 GB ingested</p> <p style="text-align: center;">\$35 Ingestion \$95 Resulting Set</p> <p style="text-align: center;">Tier III: 501-2000 GB ingested</p> <p style="text-align: center;">\$25 Ingestion \$75 Resulting Set</p> <p style="text-align: center;">Tier IV: 2001-5000 GB ingested</p> <p style="text-align: center;">Custom Quote</p>
Relativity Loading of Third Party Processed Data		
Service Description	Unit	Price
<p>Data Loading Upload <i>import ready</i> Native, TIPP, or Mixed TIFF/Native ESI with load file</p>	Per GB	<p style="text-align: center;">\$30</p> <p style="text-align: center;">Waived for ESI processed by DTI</p>

Technical service fees apply for transforming load files to an import ready format		
Production Services		
Service Description	Unit	Price
Subset Tiff Conversion/Export The billable data volume for “Per Page” calculation is determined by the total number of images created by the imaging process, including placer-sheets for documents not to be provided in image format.	Per Page	\$0.01
PDF Conversion (In addition to standard Tiff Conversion fee)	Per Page	\$0.01
Image Endorsing (In addition to standard Tiff Conversion fee)	Per Page	\$0.01
Native Production/Export The billable data volume for the per GB rate is calculated as the uncompressed native data that is exported. This fee is assessed for native only productions and mixed native/tiff productions.	Per GB	\$50
Printing (blowback)	Per Page	\$0.06
Printing (blowback) with slip sheets	Per Page	\$0.08
OCR (Optical Character Recognition) Redacted Documents	Per Page	\$0.02
Media – CDs	Per Disc	\$20
Media – DVDs	Per Disc	\$35
Media – Hard Drives	Per Drive	\$150
Shipping		Cost
Professional Services		
Service Description	Unit	Price
Project Management Services Monday – Friday, 8:00 am to 6:00 pm [Pacific Time Zone] billed in 15 minute increments Examples of tasks <u>that do not</u> incur charges to the client: <ul style="list-style-type: none"> • Initial project design meeting and creation of design manual • Initial workspace design, incl. security and permissions protocol • Initial software training session • Work order creation – ESI processing and workspace loading • Case status updates (standard DTI format) • Help-desk support\user login administration 	Per Hour	\$195

<p>Examples of tasks <u>that do</u> incur charges to the client:</p> <ul style="list-style-type: none"> • Review and preparation of ESI, Collection and Discovery protocols • Performing software functions on client’s behalf <ul style="list-style-type: none"> • Creation and management of reviewer assignments • Bulk tagging\mass edits • Production management and validation • Search creation and execution • Quality control of third party processed data • Workflow consultation, research and analysis, and fulfillment of custom requests and reporting • Workspace design revisions outside of start-up period • Training sessions (after initial session) <p>All project management time incurred from a direct client request to meet a client-imposed deadline outside of standard business hours will be billed at standard rate.</p>		
<p>Technical Services</p> <p>Examples of tasks that do not incur charges to the client:</p> <ul style="list-style-type: none"> • Standard tasks associated with processing, loading or producing data <p>Examples of tasks that do incur charges to the client:</p> <ul style="list-style-type: none"> • Quality control of third party processed data • Back-end database queries • Field transforms • Workflow consultation, research and analysis, and fulfillment of custom requests and reporting <p>All tech services time incurred from a direct client request to meet a client-imposed deadline outside of standard business hours will be billed at standard rate.</p>	Per Hour	\$150



REQUEST FOR COUNCIL ACTION

Title: Applications for Naming Publicly Owned Facilities – Pocket Parks

Preferred Agenda: December 12, 2023

Submitted By: Angela Clegg, Tourism & Econ Development Coordinator

Reviewed By: Blair Larsen, CEDD Director

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: Resolution No. 32 for 2016 Naming Publicly Owned Properties

Towards Council Goal: N/A

Attachments: Application for Pocket Park at 10th Avenue & Elm Street
Application for Pocket Park at 12th Avenue & Nandina Street
Resolution No. 32 for 2016

Purpose of this RCA:

The purpose of this RCA is to seek Council approval to name the pocket park located at the corner of 10th Avenue and Elm Street and the pocket park located at the corner of 12th Avenue and Nandina Street.

Background/Context:

The Park and Tree Committee met to discuss names for two pocket parks located within Sweet Home. The Committee is proposing to name the pocket park located at the corner of 10th Avenue and Elm Street ‘Walk About Park’ and the pocket park located at 12th Avenue and Nandina Street ‘Half Way Park.’

The Park and Tree Committee voted to recommend the above names to the City Council at the October 18, 2023 Committee meeting.

The Challenge/Problem:

Should the parks be named, or should the City Council propose alternate names?

Stakeholders:

- Sweet Home Residents – increase community awareness of pocket parks in Sweet Home.
- Sweet Home Staff – increased visibility for future funding.

Issues and Financial Impacts:

Staff have found no issues or financial impacts.

Elements of a Stable Solution:

A stable solution includes naming of the parks and adding the names to the City park maps.

Options:

1. Option 1 – Do Nothing.
2. Option 2 – Move to approve the park names as recommended. This will allow staff to advertise the intent to name public property and schedule a public hearing on the matter.
3. Option 3 – Seek more naming options before deciding.

Recommendation:

Staff recommends Option 2 – Move to approve the park names as recommended.



City of Sweet Home

Application for Naming Publicly Owned Facilities

The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form. Return the completed form and the appropriate fees to City Hall for consideration.

Publicly Owned Facilities or Property Considered for Naming: Pocket Park corner of 10th and Elm	
Current Name: None	Proposed Name: Walk About Park

Applicants Name:	Wally Shreves		
Organization:	Park and Tree Committee		
Contact Info:	Address: 422220 Marks Ridge Dr		
	City:	State:	Zip:
	Sweet Home	OR	97386
	Email:	Phone:	
	lamopar@icloud.com	541-570-5963	

Please provide an explanation of why the City should take this action:
 The committee gathered for a meeting to develop names for two pocket parks. This park is in an area where many members of the community head out for a walk. This is a great place for a bench to take a break from the walk. Our plan going into the parks master plan is to include this park in the parks walk route.

For Official Use Only			
Date: <i>10.11.23</i>	Received By: <i>AC</i>	Fee Paid: <i>N/A</i>	Receipt #: <i>—</i>

Application Review:	Date:	Recommendations (Approve, Approve with Conditions, Deny):
<input checked="" type="checkbox"/> Park & Tree Committee	<i>10-18-23</i>	<i>recommend to City Council</i>
<input type="checkbox"/> City Council		
<input type="checkbox"/>		



City of Sweet Home

Application for Naming Publicly Owned Facilities

The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form. Return the completed form and the appropriate fees to City Hall for consideration.

<i>Publicly Owned Facilities or Property Considered for Naming:</i> Pocket Park corner of 12th and Nandina	
<i>Current Name:</i> None	<i>Proposed Name:</i> Half Way Park

<i>Applicants Name:</i>	Wally Shreves		
<i>Organization:</i>	Park and Tree Committee		
<i>Contact Info:</i>	<i>Address:</i> 422220 Marks Ridge Dr		
	<i>City:</i> Sweet Home	<i>State:</i> OR	<i>Zip:</i> 97386
	<i>Email:</i> lamopar@icloud.com		<i>Phone:</i> 541-570-5963

Please provide and explanation of why the City should take this action:
 The committee gathered for a meeting to develop names for two pocket parks. This park is halfway between the majority of housing near Northside park and our two grocery stores in town. Many people stop here for a break when walking to and from. It is also about halfway between Northside and Sankey and Northside and Strawberry.

For Official Use Only			
<i>Date:</i> 10.11.23	<i>Received By:</i> AC	<i>Fee Paid:</i> N/A	<i>Receipt #:</i> —

<i>Application Review:</i>	<i>Date:</i>	<i>Recommendations (Approve, Approve with Conditions, Deny):</i>
<input checked="" type="checkbox"/> Park & Tree Committee	10.18.23	recommend to City Council
<input type="checkbox"/> City Council		
<input type="checkbox"/>		

RESOLUTION 32 for 2016

A RESOLUTION OF THE SWEET HOME CITY COUNCIL ESTABLISHING A POLICY FOR NAMING PUBLICLY OWNED PROPERTIES OR FACILITIES

WHEREAS, the City Council of the City of Sweet Home recognizes the need to establish a policy for naming parks, buildings and other city owned properties or facilities; and

WHEREAS, the City Council recognizes that there are City-owned properties and facilities which already have names commonly known throughout the community; and

WHEREAS, the City Council wishes to establish a procedure for recognizing and honoring persons by naming publically owned facilities after them; and

NOW THEREFORE, THE SWEET HOME CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1. The City of Sweet Home adopts the following Public Facility Naming Policy:

- I. PURPOSE: To establish a uniform policy which will provide direction regarding naming or renaming city owned land, facilities, parks, and buildings, which are compatible with the community interest and which will enhance the values and heritage of the City of Sweet Home.

- II. GENERAL:
 - a. This policy establishes the guidelines, criteria and process for naming or renaming of city-owned property.
 - b. The City Council shall have the final authority to name and rename any or all City-owned property or portion thereof. This shall include the authority to revoke the name of a City-owned property. Names which would be detrimental to the mission or image of the City of Sweet Home will not be used to identify City-owned property.
 - c. The donation of land, facilities, or funds for the acquisition, renovation or maintenance of City-owned property shall not constitute an obligation or establish a right to name any land or facilities granted to the City.

- d. It is the intent of the City Council to keep the name of any existing park, City-owned facility or other City-owned property unless there are compelling reasons to consider a name change.
- e. Official street names and addresses shall be established by the City of Sweet Home in accordance with the policies and procedures already outlined in City policy and Ordinance; the naming of streets and creation of addresses do not fall under this policy.
- f. All costs including staff time, labor and materials associated with the installation of plaques, monuments, and signs will be borne by the individual, group or organization sponsoring the request.

III. NAMING CRITERA:

- a. The size, wording and materials of any memorial or sign associated with the name of a City-owned property shall be reviewed by City staff for compliance with the City's Sign Code. Content of such shall be reviewed by staff and approved by the City Council prior to production.
- b. Whenever possible, naming shall begin early in the development and/or acquisition of City-owned property.
- c. Names shall be appropriate to the park, building or other City-owned facility and are encouraged to reflect the following:
 - i. history, flora, fauna, geographic area, or natural geologic features related to the City of Sweet Home;
 - ii. significant historical events, cultural attributes, local landmarks, or a historical figure; or
 - iii. City's ethnic and cultural diversity.
- d. Signs shall be written using the English alphabet.
- e. The City Council may consider the following when making a determination regarding names which honor individuals or families:
 - i. Have they made a lasting and significant contribution to the protection of natural, cultural, or historic resources of the City of Sweet Home; or
 - ii. Have they made significant contribution to the betterment of a specific City-owned property; or
 - iii. Have they made a substantial contribution to the advancement of recreational opportunities within the City of Sweet Home; or

- iv. Are they associated with an economic development or redevelopment activity the City is undertaking; or
 - v. Have they had a positive impact on the lives of Sweet Home residents; or
 - vi. Have they volunteered or worked for the city for ten (10) years or more; or
 - vii. Have they distinguished themselves through military service; or
 - viii. Are they a current or past resident of Sweet Home who has distinguished themselves?
- f. The City Council may name city-owned property after an individual who has served as a city official or was an employee of the City of Sweet Home provided that:
- i. They no longer work for the city; and,
 - ii. They made a contribution over and above the normal duties required by their position; or
 - iii. They had a positive impact on the past and future development of programs, projects or facilities within the City of Sweet Home; or
 - iv. They have made significant volunteer contributions to the community outside the scope of their job; or
 - v. They have had exceptionally long tenure with the City of Sweet Home (at least ten (10) years); or
 - vi. There is significant public support for a memorial to the city official or city employee on the occasion of their death or retirement.

IV. PROCEDURE:

- a. A request to name or rename City-owned property shall be made on an application specifically designed for this purpose (Exhibit A).
- b. Fees associated with administrative and hard costs may be assessed and are the responsibility of the applicant. The administrative and processing fees shall be established by the Sweet Home City Council and shall be reflected on the City's fee schedule.

The fees shown below are intended as a guideline to the applicant. Fees will be assessed on actual costs and will be due throughout the process at the time when expenditures are to be made or prior to staff review. An

applicant may choose to submit fees in a lump sum at the beginning of the process; any unused fees will be returned at the completion of the project.

The City Council has to right to adjust fees at their discretion upon application and consideration at a regularly scheduled City Council meeting.

Action	Fee
Notification of Public Hearing – legal notice includes staff time to process	\$ 400
Packaging, Mailing & Posting	\$ Actual Cost
Cost of Dedication Ceremony	\$ Actual Cost

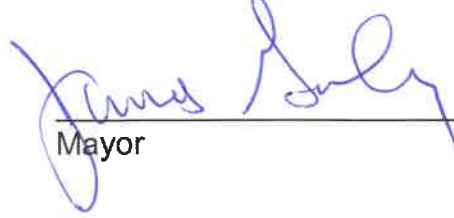
- c. The applicant shall supply clear evidence that the proposed name meets the naming requirements outlined in this policy (See Naming Criteria).
- d. The application will be reviewed by the Sweet Home City Council at a regular City Council meeting. All requests will be given the same consideration without regard to the source of the nomination. Upon a motion by the Council, the application may be sent to committee for further review.
- e. The City Council may return the application to the applicant for further clarification if they so desire.
- f. After City Council review of the application a notice of intent to name a City-owned property shall be posted in public places and published at least once in the City’s paper of record for a thirty (30) day review process prior to City Council decision.
- g. After the thirty (30) day review period is completed a public hearing shall be placed on the agenda of the next regular meeting of the City Council.
- h. City Council will make a decision regarding the proposed name at the same City Council meeting.

If the City Council rejects an application the applicant must wait a minimum of six (6) months before resubmitting the name for consideration.

Section 2. This policy shall take effect on the date of its adoption by the Sweet Home City Council.

ADOPTED this 13th day of December 2016, by the City Council of the City of Sweet Home.

APPROVED BY:



Mayor

ATTEST:



City Manager—Ex-Officio Recorder

City of Sweet Home Application for Naming Publicly Owned Facilities



The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form and return completed form and the appropriate fees to City Hall for consideration.

Publicly Owned Facilities or Property Considered for Naming:	
Current Name:	Proposed Name:

Applicants Name:			
Organization:			
Contact Info:	Address:		
	City	State:	Zip:
	Email:	Phone:	

Please provide an explanation of why the City should take this action:

For Official Use Only			
Date:	Received By:	Fee Pd:	Receipt #:

Application Review:	Date:	Recommendations (Approve, Approve with Conditions, Deny):
() Library Board	_____	_____
() Park Board	_____	_____
() Traffic Safety	_____	_____
() Tree Commission	_____	_____
() City Council	_____	_____
() _____	_____	_____



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Approving Resolution No. 35 for 2023 in Support of Establishing a Continuum of Care

Preferred Agenda: December 12, 2023

Submitted By: Kelcey Young, City Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution Motion Roll Call Other

Relevant Code/Policy: Comprehensive Plan

Towards Council Goal: Effective and efficient government, viable and sustainable essential services

Attachments: Resolution No. 35

Purpose of this RCA:

Requesting approval of a resolution in support of establishing a continuum of care for the Linn, Benton, and Lincoln counties region and registering with the United States Department of Housing and Urban Development (HUD) in 2024 to better support Sweet Home’s houseless population.

Background/Context:

In 1994, HUD established the Continuum of Care (CoC) program as a means for communities across the nation to "engage in multi-year strategic planning for homeless programs and services that are well integrated with planning for mainstream services," with mainstream services denoting public housing, Section 8 housing choice vouchers, and services for runaway and homeless youth, victims of domestic violence, veterans, seniors, and people experiencing addictions and/or mental illness. The Community Services Consortium (CSC) is proposing the establishment of a new CoC focused on Linn, Benton, and Lincoln Counties.

The Challenge/Problem:

Currently, Sweet Home is covered by the Rural Oregon Continuum of Care (ROCC), which covers 29 rural counties in Oregon. Other smaller CoCs in Oregon have been more successful in securing funding to address homelessness. Establishing a narrower CoC between Linn, Benton, and Lincoln counties will allow for more targeted planning, coordination, management, data analysis, and securing of funding.

A resolution from participating communities is required as part of the notification process of forming a new CoC. The prospective CoC is also required to identify a Collaborative Applicant, who will be responsible for submitting the CoC’s registration and Consolidated Application, as well as applying for planning funds. It is suggested that CSC serve as the Collaborative Applicant on behalf of the new CoC until it is more firmly established.

Stakeholders:

- City of Sweet Home Citizens – Citizens of Sweet Home include many members of the homeless population and additional, coordinated resources will benefit them.
- City of Sweet Home Staff – Staff will be better able to target funding opportunities through the new CoC.
- City of Sweet Home City Council – The City Council wants to improve homelessness response and quality of life in Sweet Home.

Issues and Financial Impacts:

The new CoC will hopefully allow the tri-county group to pursue additional funding to address homelessness and provide better collaborative opportunities specific to the region.

Elements of a Stable Solution:

The City of Sweet Home must seek options to address homelessness in collaboration with relevant local and regional partners.

Options:

1. Do Nothing – Do not authorize the resolution.
2. Adopt Resolution No. 35 for 2023 as currently proposed – Adoption of the resolution formalizes the City's commitment to forming a tri-county Continuum of Care.
3. Adopt Resolution No. 35 for 2023 with amendments – City Council could propose changes to the resolution prior to adoption.

Recommendation:

Option 2 is the recommended option: Motion to pass the Resolution as presented.

RESOLUTION NO. 35 FOR 2023
A RESOLUTION IN SUPPORT OF ESTABLISHING A CONTINUUM OF CARE FOR
THE LINN, BENTON, AND LINCOLN COUNTIES REGION AND REGISTERING
WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT IN 2024

WHEREAS, homelessness is a critical issue in the tri-county region of Linn, Benton, and Lincoln Counties; in Oregon; and across the nation; and

WHEREAS, children, families, veterans, and chronically homeless individuals experiencing mental illness and addictions comprise a large portion of the region's homeless population; and

WHEREAS, the United States Department of Housing and Urban Development created the Continuum of Care program in 1994 as a means for communities across the nation to "engage in multi-year strategic planning for homeless programs and services that are well integrated with planning for mainstream services"; mainstream services denoting public housing, Section 8 housing choice vouchers, and services for runaway and homeless youth, victims of domestic violence, veterans, seniors, and people experiencing addictions and/or mental illness; and

WHEREAS, Linn, Benton, and Lincoln Counties are part of a "balance of state" Rural Oregon Continuum of Care; and

WHEREAS, the City of Sweet Home carefully considered relevant factors and determined that the region could benefit from creating its own Continuum of Care, with enhanced service coordination, local autonomy, and alignment of goals to more effectively reduce homelessness in the region;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sweet Home supports establishing a Continuum of Care for the Linn, Benton, and Lincoln County region and supports the new Continuum of Care registering with the United States Department of Housing and Urban Development in 2024.

PASSED by the City Council and approved by the Mayor this ____ day of December, 2023.

Mayor

ATTEST _____
City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Public Hearing for Zone Map Amendment Application ZMA23-04

Preferred Agenda: December 12, 2023

Submitted By: Diane Golden, Associate Planner

Reviewed By: B. Larsen, CEDD Director

Type of Action: Resolution Motion Roll Call Other

Relevant Code/Policy: SHMC 2.04.030 Powers of the City Council

Towards Council Goal: Vision Statement, Aspiration I: Desirable Community

Attachments: Original Application
Ordinance No. 3 for 2023, with Exhibit A
ZMA23-03 Planning Commission Order and Decision
November 16, 2023 Draft Planning Commission Meeting Minutes

Purpose of this RCA:

The purpose of this RCA is to conduct a public hearing on Zone Map Amendment Application ZMA23-03, make a decision regarding the application, and, if approved, conduct a first reading of the ordinance.

Background/Context:

The applicant is proposing to change the Zoning Map in an area consisting of approximately 88,577 square feet (2.02 acres) located in Sweet Home, OR 97386 (13S01E32AC Tax Lot 4900). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation.

The Sweet Home Planning Commission held a public hearing on November 16, 2023 to review ZMA23-03 and receive testimony. At that meeting, the Planning Commission approved the application and recommended that the City Council approve it. The Sweet Home Municipal Code requires the City Council to hold a public hearing and decide on this application.

The Sweet Home Comprehensive Plan guides official policy decisions about development within the area. The Plan aims to organize and coordinate complex interrelationships between people, land, resources, and facilities to meet the future needs of the citizens and to protect the livability of the community. The Plan also reflects the public's goals and aspirations for Sweet

Home about the best way to handle development and conservation in the City. The officially acknowledged Comprehensive Plan gives policy direction for land use decisions and coordinates private and public development. [Chapter 1, Page 1 of the Comprehensive Plan].

The Sweet Home Municipal Code provides criteria for map amendments such as this:

- A. The proposed amendment is consistent with the goals and policies of the comprehensive plan;
- B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;
- C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and
- D. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals

The Challenge/Problem:

Should the zoning map be changed from the current Residential Low Density (R-1) designation to Residential High Density (R-3), in accordance with the Comprehensive Plan Map designation for the property? Should the Comprehensive Plan designations be followed if the proposed amendment is consistent with the goals and policies of the comprehensive plan?

Stakeholders:

- The Owner/Developer: Changing the zoning to conform with the Comprehensive Plan would allow the owner to benefit from the higher density permitted in the R-3 zone.
- Sweet Home Residents: Residents benefit from thoughtful development made in accordance with properly adopted planning documents.
- Sweet Home City Council: The Council is responsible for final approval of zone map amendments and ordinances.

Issues and Financial Impacts:

There are no issues or financial impacts currently identified.

Elements of a Stable Solution:

A stable solution is one in which a decision on the application is made that conforms with City Code and State Law.

Options:

1. Deny Application ZMA23-03. Staff would prepare an Order of Denial for Application ZMA23-03.
2. Approve Application ZMA23-03 as presented and conduct the third reading of Ordinance No. 3 for 2023.
3. Recommend a different zone amendment. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Planning Commission and Council meeting.

Recommendation: Staff Recommends Option 2: Approve Application ZMA23-03 as presented and conduct the third reading of Ordinance No. 3 for 2023.



In the matter of the) Zone Map Amendment
 Zone Map Amendment) File No. ZMA23-03
 request by 4L Ventures LLC)

**OFFICIAL NOTICE OF A PLANNING COMMISSION RECOMMENDATION
 ON A LAND USE APPLICATION**

PLANNING COMMISSION ORDER OF APPROVAL

REQUEST: The applicant is proposing to rezone an existing 88,577 square foot (±2.02-acres) vacant parcel from the Residential Low Density (R-1) Zone to the High Density Residential (R-3) Zone. The subject property is located south of Long Street and east of 29th Avenue and is identified by Linn County Tax Assessor Map No. 13S01E32AC, Tax Lot 4900. The proposed zone change would bring the zoning designation into conformity with the property’s existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

APPLICANT: Laura Laroque, Udell Engineering and Land Surveying, LLC
PROPERTY OWNER: 4L Ventures LLC and Evan Latimer
FILE NUMBER: ZMA23-03
PROPERTY LOCATION: Sweet Home, OR 97386, Identified on the Linn County Assessor’s Map as 13S01E32AC Tax Lot 4900
REVIEW AND DECISION CRITERIA: Sweet Home Municipal Code Section(s) 17.10, 17.14, 17.114, OAR 660-012-0060
STAFF CONTACT: Diane Golden, Associate Planner
 Phone: (541) 367-8113; Email: dgolden@sweethomeor.gov

- I. **PUBLIC HEARING:** The Sweet Home Planning Commission held a public hearing on November 16, 2023. At the hearing the Planning Commission reviewed application ZMA23-03. The Planning Commission received testimony and deliberated on this matter at their November 16, 2023 meeting and passed a motion of four Yea’s and two Nay’s to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.
- II. **FINDINGS OF FACT:** The Planning Commission provided an opportunity for testimony at the November 16, 2023 public hearing. The Planning Commission considered the information in the record, testimony at the public hearing, and the Findings of Fact listed in the Staff Report presented to the Planning Commission prior to the November 16, 2023 public hearing. The Planning Commission adopted the Findings of Fact listed in Section III of the Staff Report. The

Exhibit A to Order of Approval for ZMA23-03

II. REVIEW AND DESIGN CRITERIA

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

Applicants Comments: See Pages 2 and 3 of the applicant's summary (Exhibit B).

Staff Findings: The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

Applicant's Comments: See Pages 3 and 4 of the applicant's summary (Exhibit B).

Staff Findings: The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 88,577 square feet (± 20.02 acres). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.

Applicant's Comments: See Pages 4 and 5 of the applicant's summary (Exhibit B).

Staff Findings: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.
- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.
- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.
- F. *Other.* A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

Applicant's Comments: See Pages 5-7 of the applicant's summary (Exhibit B).

Staff Findings: The subject property is proposed to change from Residential Low Density (R-1) zone to the Residential High Density (R-3) zone. The zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the Sweet Home Transportation System Plan (TSP). The Sweet Home infrastructure map and local wetland inventory map show a wetland/stormwater drainage identified as SSR-18C flowing through the northeast corner of the subject property and south along the east property line. The Sweet Home infrastructure map shows a second stormwater drainage running from Long Street to 22nd Avenue (see Exhibit C). There are adequate public facilities, services and transportation networks planned to be provided concurrently with the development of the property. No development has been proposed with this application.

E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.

Applicant's Comments: See Pages 7 and 8 of the applicant's summary (Exhibit B).

Staff Findings: The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. No development has been proposed with this application.

ORDINANCE BILL NO. 18 FOR 2023

ORDINANCE NO. _

AN ORDINANCE AMENDING THE ZONING MAP

WHEREAS, the property owners 4L Ventures LLC and Evan Latimer, are proposing to change the Zoning Map for their property, consisting of approximately 88,577 square feet, located in Sweet Home, OR 97386; and

WHEREAS, the current Sweet Home Comprehensive Plan Map designation of the subject property is High Density Residential (R-3); and

WHEREAS, the current Zone Map designation of the subject property is Residential Low Density (R-1); and

WHEREAS, the Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to Residential High Density (R-3) Zone, which would bring it into conformity with the Comprehensive Plan Map; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on November 16, 2023 with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The Planning Commission deliberated at their November 16, 2023, meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on December 12, 2023, with due notice of such public hearing, to provide opportunity for public comment and testimony. The City Council approved this application by motion at their December 12, 2023, meeting; and

WHEREAS, the proposed Residential High Density(R-3) zoning is requested to facilitate development of the subject property;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of zoning map amendment application ZMA23-03 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.06 as the Zoning Map including all subsequent amendments, for the areas consisting of approximately 88,577 square feet located in Sweet Home, OR 97386 included as Exhibit B. The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to Residential High Density (R-3) Zone.

Passed by the Council and approved by the Mayor this 12th day of December 2023.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

Exhibit A

Findings of Fact in Support of Zone Change Application ZMA23-03

Exhibit A to Order of Approval for ZMA23-03

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

Applicants Comments: See Pages 2 and 3 of the applicant's summary (Exhibit C).

Staff Findings: The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

Applicant's Comments: See Pages 3 and 4 of the applicant's summary (Exhibit C).

Staff Findings: The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 88,577 square feet (\pm 20.02 acres). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.

Applicant's Comments: See Pages 4 and 5 of the applicant's summary (Exhibit C).

Staff Findings: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.
- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.

- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.
- F. *Other*. A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

Applicant's Comments: See Pages 5-7 of the applicant's summary (Exhibit C).

Staff Findings: The subject property is proposed to change from Residential Low Density (R-1) zone to the Residential High Density (R-3) zone. The zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the Sweet Home Transportation System Plan (TSP). The Sweet Home infrastructure map and local wetland inventory map show a wetland/stormwater drainage identified as SSR-18C flowing through the northeast corner of the subject property and down the east property line. The Sweet Home infrastructure map shows a second stormwater drainage running from Long Street to 22nd Avenue (see Exhibit D). There Adequate public facilities, services and transportation networks are planned to be provided concurrently with the development of the property. No development has been proposed with this application.

E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.

Applicant's Comments: See Pages 7 and 8 of the applicant's summary (Exhibit C).

Staff Findings: The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. No development has been proposed with this application.



Planning Commission Staff Report

REQUEST: The applicant is proposing to rezone an existing 88,577 square foot (± 2.02 -acres) vacant parcel from the Residential Low Density (R-1) Zone to the High Density Residential (R-3) Zone. The subject property is located south of Long Street and east of 29th Avenue and is identified by Linn County Tax Assessor Map No. 13S01E32AC, Tax Lot 4900. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

APPLICANT: Laura Laroque, Udell Engineering and Land Surveying, LLC

PROPERTY OWNER: 4L Ventures LLC and Evan Latimer

PROPERTY LOCATION: Sweet Home, OR 97386, Identified on the Linn County Assessor's Map as 13S01E32AC Tax Lot 4900.

REVIEW AND DECISION CRITERIA: Sweet Home Municipal Code Section(s) 17.10, 17.14, 17.114, OAR 660-012-0060

FILE NUMBER: ZMA23-03

PLANNING COMMISSION PUBLIC HEARING:

- **DATE & TIME:** November 16, 2023 at 6:30 PM
- **LOCATION:** City Hall Council Chamber, 3225 Main Street, Sweet Home, OR 97386

CITY COUNCIL PUBLIC HEARING:

- **DATE & TIME:** December 12, 2023 at 6:30 PM
- **LOCATION:** City Hall Council Chamber, 3225 Main Street, Sweet Home, OR 97386

STAFF CONTACT: Diane Golden, Associate Planner
Phone: (541) 367-8113; Email: dgolden@sweethomeor.gov

REPORT DATE: November 9, 2023

II. COMMENTS

Adam Leisinger, Interim

Permit Technician: The Building Program has no issues with this request.

CEDD Engineering: No comments as of the issue of this Staff Report.

Trish Rice

Public Works: Public Works has no concerns with the request at this time.

Sweet Home

Fire District: No comments as of the issue of this Staff Report.

Public Comment: Attachment F

III. REVIEW AND DESIGN CRITERIA

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

Applicants Comments: See Pages 2 and 3 of the applicant's summary (Attachment C).

Staff Findings: The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

Applicant's Comments: See Pages 3 and 4 of the applicant's summary (Attachment C).

Staff Findings: The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 88,577 square feet (±20.02 acres). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.

Applicant's Comments: See Pages 4 and 5 of the applicant's summary (Attachment C).

Staff Findings: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.
- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.
- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.
- F. *Other.* A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

Applicant's Comments: See Pages 5-7 of the applicant's summary (Attachment C).

Staff Findings: The subject property is proposed to change from Residential Low Density (R-1) zone to the Residential High Density (R-3) zone. The zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the Sweet Home Transportation System Plan (TSP). The Sweet Home infrastructure map and local wetland inventory map show a wetland/stormwater drainage identified as SSR-18C flowing through the northeast corner of the subject property and down the east property line. The Sweet Home infrastructure map shows a second stormwater drainage running from Long Street to 22nd Avenue (see Attachment B). There Adequate public facilities, services and transportation networks are planned to be provided concurrently with the development of the property. No development has been proposed with this application.

E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.

Applicant's Comments: See Pages 7 and 8 of the applicant's summary (Attachment C).

Staff Findings: The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. No development has been proposed with this application.

IV. CONCLUSION AND RECOMMENDATION

Based on the findings listed in Section III of this report, staff recommends that the Planning Commission recommend that the City Council approve this application. Since the request is for a zone change, staff has not recommended any conditions of approval.

V. PLANNING COMMISSION ACTION

In acting on a zone change application; the Planning Commission will hold a public hearing at which it may either recommend that the City Council approve or deny the application(s). The recommendation should be based on the applicable review and decision criteria. The City Council will hold a public hearing and decide on this application.

Motion:

After opening the public hearing and receiving testimony, the Planning Commission's options include the following:

1. Move to recommend that the City Council approve application ZMA23-03, which includes adopting the findings of fact listed in the staff report.
2. Move to recommend that the City Council deny application ZMA23-03 (specify reasons).
3. Move to continue the public hearing to a date and time certain (specify); or
4. Other.

VI. ATTACHMENTS

- A. Subject Property Map
- B. Infrastructure Map
- C. Zone Map Amendment Application and Summary
- D. Zoning Map
- E. Comprehensive Plan Map
- F. Public Comment



SUBJECT PROPERTY

LONG ST

CLARK MILL RD

R1

27TH AVE

29TH AVE

KALMIA ST

KALMIA CT

32ND CT

Subject Property Map
ZMA23-03

Date: 9/21/23



1 inch = 142 feet

EXHIBIT B



SUBJECT PROPERTY

LONG ST

CLARK MILL RD

R1

27TH AVE

29TH AVE

32ND CT

KALMIA ST

KALMIA CT

Subject Property Map
ZMA23-03

Date: 9/21/23

N
1 inch = 142 feet

EXHIBIT C

ZONE MAP AMENDMENT APPLICATION

Submitted to: Sweet Home
Planning Department
1140 12th Avenue Ste. A
Sweet Home, OR 97386

Applicants/Property Owners: 4L Ventures LLC & Evan Latimer
PO Box 310
Lebanon, OR 97355

Applicant's Representative: Udell Engineering and Land Surveying, LLC
63 E. Ash Street
Lebanon, OR 97355

Contact: Laura LaRoque
Email: laura@udelleng.com
Phone: (541) 990-8661

Site Location: Unassigned

Linn County Assessor's Map No.: 13S-01E-32AC Tax Lot 4900

Site Size: ±2.02-acres

Existing Land Use: Unimproved

Zone Designation: Residential Low Density (R1)

Comprehensive Plan Designation: High Density Residential (R3)

Surrounding Zoning: North: R1 (across Long Street)
South: R1
East: R1
West: R1 (across 29th Street)

Surrounding Uses: North: Single Family Residential
South: Multiple Family Residential
East: Single Family Residential
West: Single Family Residential



I. Executive Summary

The proposal is a request to rezone an existing ±2.02-acres vacant parcel from Residential Low Density (R1) Zone to the High Density Residential (R3) Zone. The subject property is generally located southeast of the Long Street and 29th Avenue intersection and is identified by Linn County Tax Assessor Map No. Township 13S, Range 1E, Section 32AC, Tax Lot 4900. The proposed R3 zoning designation is in conformance with the High Density Residential Comprehensive Plan Map designation.

The criteria for amending the Sweet Home Zone Map are found in Sweet Home Municipal Code (SHMC) 17.114.050 and are addressed in the applicant's narrative below. This written narrative and associated documentation included in the application materials, establishes that the application complies with all applicable approval criteria. This documentation provides the bases for the City to approve the application.

II. Analysis of Development Code Criteria

According to Sweet Home Municipal Code (SHMC) 17.114.020, a zone map amendment shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128.

According to SHMC 17.114.030, the application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria.

III. Review Criteria

SHMC 17.114.050 includes the following review criteria that must be met for a property line adjustment to be approved. Code criteria are written in **bold** and are followed by findings and conclusions.

Criterion A

The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

1.1 The subject property is generally located southeast of the Long Street and 29th Avenue intersection and is identified by Linn County Tax Assessor Map No. Township 13S, Range 1E, Section 32AC, Tax Lot 4900.

1.2 The application request includes a proposal to amend the zoning of the approximately 2.02-acre site from Residential Low Density (R1) to High Density Residential (R3).

1.3 The current Comprehensive plan map designation of the subject property is High Density Residential (R3). Therefore, proposed zone map amendment is consistent with the Comprehensive Plan Map designation.

1.4 According to the Sweet Home Comprehensive Plan, the purpose of the High-Density Residential Comprehensive Plan Designation is as follows:

“To provide areas suitable and desirable for higher density residential development, and particularly for apartments, manufactured home parks, other residential uses, and appropriate community facilities.”

The subject property is a suitable and desirable location for high-density residential development. It is centrally located within the community, close to major transportation corridors, community services, and local institutions and well served by both private and public utility and transportation infrastructure. It is also sufficient in size and configuration for development of a board range (or mix) of residential dwelling types, including high-density multiple family development.

1.5 The only policy specific to the High-Density Residential Comprehensive Plan Designation is as follows:

“Policy 10 The maximum net development densities (not including streets), in high density residential areas shall not exceed 35 multi-family dwelling units per acre, based on the standards for unit type.”

Per SHMC 17.114.040, a site plan for future development of the site is not required in association with a zone map amendment request. Therefore, maximum density in accordance with Policy 10 will be reviewed in association with site development or land division application.

Criterion B

The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

2.1 Per SHMC 17.14.020, outright permitted uses in the R3 zoning district are as follows:

1. *Single-family dwelling.*
2. *Single-family attached dwellings.*
3. *Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.*
4. *Multi-family dwelling.*
5. *Residential care homes and facilities, licensed by the State of Oregon.*
6. *Day care facility; day nursery for 12 or fewer children.*
7. *Open space and parks identified in The City’s adopted Parks Master Plan.*

2.2 Per SHMC 17.14.060, the dimensional standards for permitted uses are as follows:

Minimum Lot Area & Width	
Single Family	5,000 square feet



Duplex	5,000 square feet
Attached Dwelling	2,000 square feet
Multiple Family (3 or more)	9,000 square feet (parcel) 1,500 square feet per unit
Other Uses	Sufficient to meet setbacks and development requirements
Minimum Width at Building Line – Corner Lot	70 feet
Minimum Width at Building Line – Interior Lot	60 feet
Minimum Width at Building Line – Attached	25 feet

2.3 The subject property is approximately 2.02-acres with a 280-foot-width and 335-foot-depth, which exceeds the minimum dimensional standards for all outright permitted uses. Therefore, this criterion is met.

Criterion C

Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.

3.1 Per SHMC 17.14.020, outright permitted uses in the R3 zoning district are as follows:

- 8. *Single-family dwelling.*
- 9. *Single-family attached dwellings.*
- 10. *Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.*
- 11. *Multi-family dwelling.*
- 12. *Residential care homes and facilities, licensed by the State of Oregon.*
- 13. *Day care facility; day nursery for 12 or fewer children.*
- 14. *Open space and parks identified in The City’s adopted Parks Master Plan.*

3.2 Per SHMC 17.14.060, the dimensional standards for permitted uses are as follows:

Minimum Lot Area & Width	
Single Family	5,000 square feet
Duplex	5,000 square feet

Attached Dwelling	2,000 square feet
Multiple Family (3 or more)	9,000 square feet (parcel) 1,500 square feet per unit
Other Uses	Sufficient to meet setbacks and development requirements
Minimum Width at Building Line – Corner Lot	70 feet
Minimum Width at Building Line – Interior Lot	60 feet
Minimum Width at Building Line – Attached	25 feet

3.3 The subject property is approximately 2.02-acres with a 280-foot-width and 335-foot-depth, which exceeds the minimum dimensional standards for all outright permitted uses, which exceeds the minimum dimensional standards for all outright permitted uses.

3.4 Per SHMC 17.114.040, a site plan for future development of the site is not required in association with a zone map amendment request. Therefore, all other development standards will be reviewed in association with either a building permit or land division request. However, based on the size and configuration of the property compliance with the development standards within the development code will be achievable. Therefore, this criterion is met.

Criterion D

Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

Transportation

- 4.1 The Transportation Plan relevant for the subject property is the Sweet Home Transportation System Plan (TSP).
- 4.2 OAR 660-012-0060(1)(2) requires land use regulation amendments, including amendments to zoning maps, to determine if the amendment will have a "significant affect" on transportation facilities and, if so, can it be mitigated. However, OAR 660-012-0060(9) provides that a zoning map amendment does not need to include this analysis, and the City can make a finding of no "significant affect," if:
 - a. A zoning map amendment is consistent with the existing comprehensive plan designation and does not change the comprehensive plan map designation.
 - b. The City has an acknowledged the Transportation System Plan ("TSP") and the proposed zoning is consistent with the TSP; and

- c. The area of the zoning map amendment was not exempted from the Transportation Planning Rule (TPR) Analysis at the time of the UGB amendment. OAR 660-012-0060(9)(a)-(c).

The subject property complies with these criteria as follows:

- a. Sweet Home's Comprehensive Plan Map within the acknowledged Sweet Home Comprehensive Plan designates the subject property High Density Residential (R3). The proposed zoning amendment would not change the comprehensive plan map designation and the R3 zoning designation is an implementing zone for the High Density Residential (R3) Comprehensive Plan Map designation.
 - b. The Sweet Home TSP assumed this site would be developed with high-density residential uses. The proposed R3 zone is compatible with the long plan for high-density residential uses.
 - c. The subject property has been in the City's UGB since the time of adoption of the Comprehensive Plan and was not exempted from the Transportation Planning Rule. The City can find that all three (3) of these requirements are met.
- 4.3 The subject property adjoins Long Street and 29th Avenue. Both rights-of-way are classified as a local street. Long Street is fully improved to City standards and 29th Avenue partially improved to City standards (i.e., lacks a sidewalk along the east of the right-of-way). Any required site frontage improvements consistent with the TSP will be performed in association with a site development or land division application.

Sanitary Sewer

- 4.4 City utility maps show an 8-inch public sanitary sewer main in the 29th Avenue right-of-way along the frontage of the property, and an 8-inch public sanitary sewer main at the northeast property corner in the Long Street right-of-way.
- 4.5 The City's Wastewater Facility Plan does not indicate significant deficiencies downstream of the subject property and the system should be adequate for residential uses permitted outright in the R3 zoning district.

Water

- 4.6 City utility maps show a 10-inch public water main in the 29th Avenue right-of-way, and a 12-inch public water main in the Long Street right-of-way along the property frontages.
- 4.7 Public water system design and adequacy are typically dictated by the fire flow needs within an area or zone. The City of Sweet Home groups all residential uses in the same fire flow requirement category (3,500 gpm minimum), so the proposed zone map amendment would not affect the overall water needs of the site.

Storm Drainage

- 4.8 City utility maps show a 36-inch public storm drainage main transferring the property from 29th Avenue right-of-way to the Long Street right-of-way.



4.9 Storm water runoff from a development is generally dependent on the total area of impervious surfaces on the property. The Sweet Home Development Code determines the maximum amount of “lot coverage” in any particular zone. The greatest percentage of lot coverage would be 60 percent in the R3 zoning district. The greatest percentage of lot coverage that would be allowed within the R1 zoning district is 40 percent. Therefore, a change from the R1 to R3 zoning designation would allow for development that may result in a slightly higher amount of storm water runoff.

Schools

4.10 property is currently zoned for low-density residential development. The requested zone change from R1 to R3 could increase the number of children attending schools in this area. The Sweet Home Public Schools will be notified of the zone change application in advance of the final decision on this application.

Police and Fire Protection

4.11 The Sweet Home Police Department and Fire Department provide services to all development in Sweet Home, regardless of the zoning designation. No deficiencies in providing police and fire protection to this property have been identified.

Criterion E

For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.

1.6 Per SHMC 17.14.010, the purpose of the R3 zoning district is as follows:

“The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City.”

1.7 Per SHMC 17.14.020, outright permitted uses in the R3 zoning district are as follows:

15. *Single-family dwelling.*
16. *Single-family attached dwellings.*
17. *Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.*
18. *Multi-family dwelling.*
19. *Residential care homes and facilities, licensed by the State of Oregon.*
20. *Day care facility; day nursery for 12 or fewer children.*
21. *Open space and parks identified in The City’s adopted Parks Master Plan.*

1.8 The zone map amendment is consistent with the Sweet Home Comprehensive Plan and stated purpose of the R3 zoning district.

1.9 The R3 zoning district is appropriate for the subject site as it is centrally located within the community, close to major transportation corridors, community services, and local institutions and well served by both private and public utility and transportation infrastructure. It is also sufficient in size and configuration for development of a board range (or mix) of residential dwelling types, including high-density multiple family development.

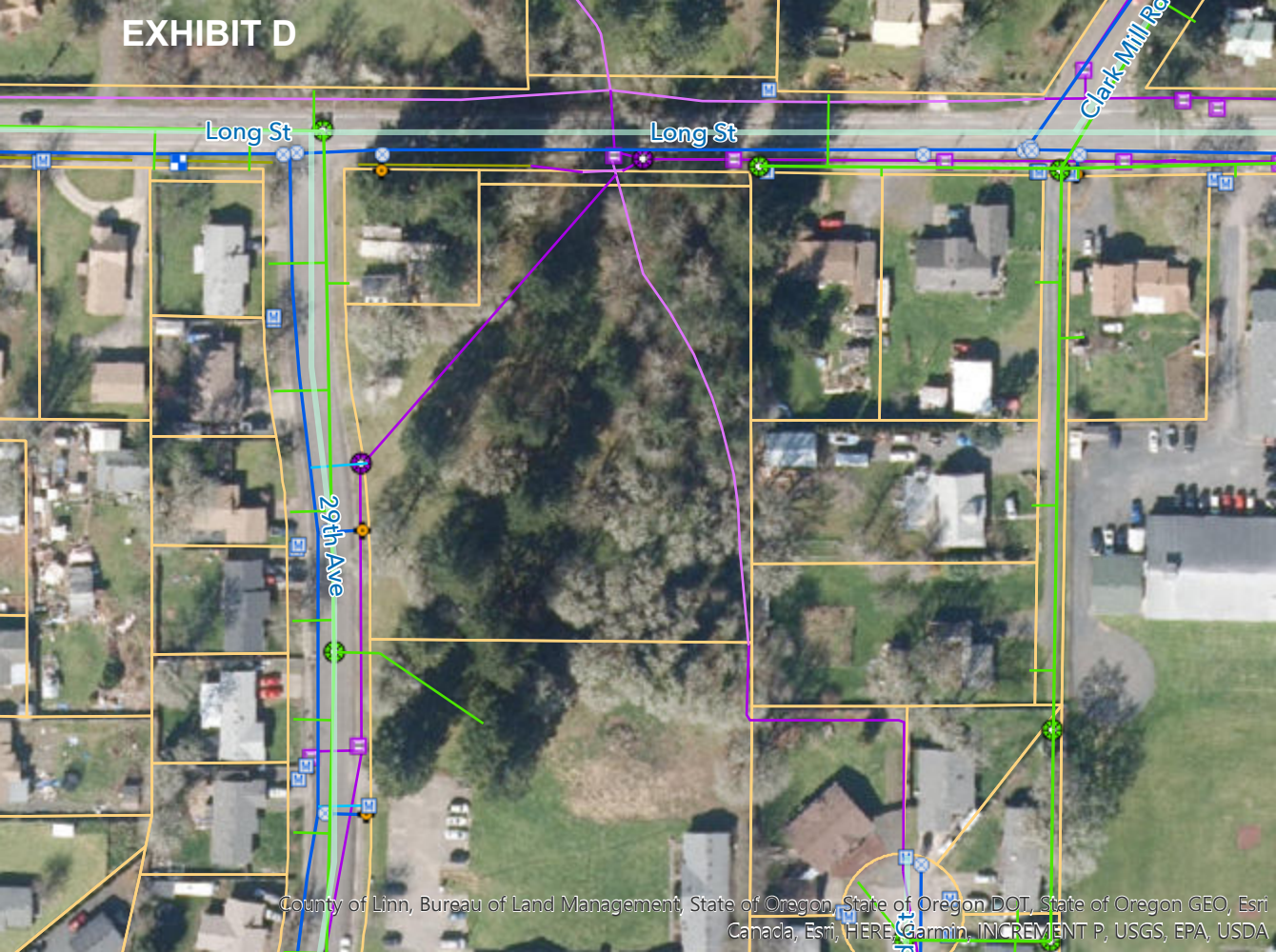
IV. OVERALL CONCLUSION

Based on the above analysis, the proposed zone map amendment meets all the applicable review criteria as outlined above.

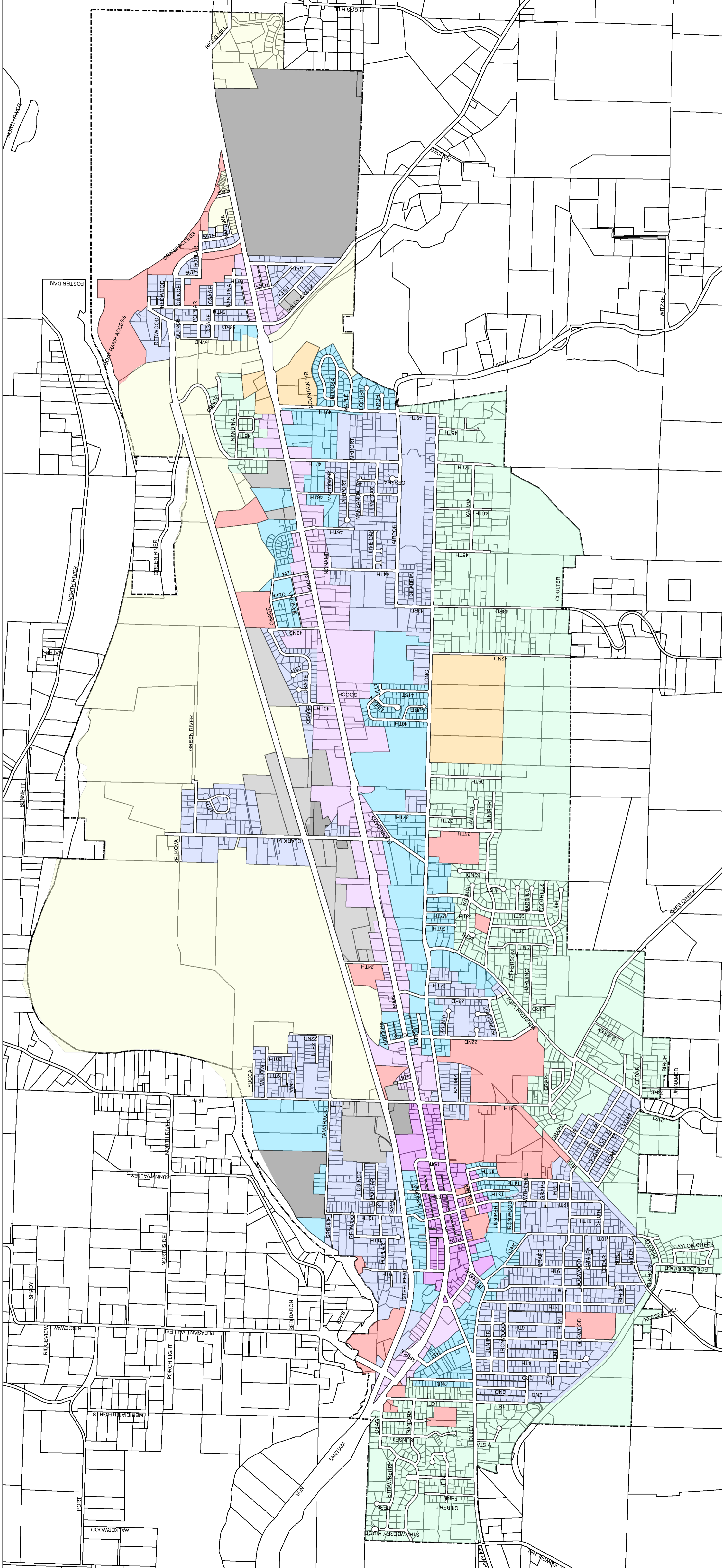
V. ATTACHMENTS

A. Site Map

EXHIBIT D



Sweet Home Comprehensive Plan



Legend

Zoning Types

- C1 - Central Commercial
- C2 - Highway Commercial
- I - Light Industrial
- I - General Industry
- I - Heavy Industrial
- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - High Density Residential
- MU - Mixed Use
- MUE - Mixed Use Employment
- PF - Public Facility

AMENDING ORDINANCES

831	04-07-81
933	06-11-85
1013	02-27-90
1069	04-26-94
1070	10-21-94
1081	12-13-94
1083	06-19-95
1102	04-22-97
1105	05-27-97
1114	12-09-97
1125	11-09-99
1151	09-23-03
1197	12-11-07
1305	09-27-22

Taxlots

Urban Growth Boundary

Official Comprehensive Plan Map

Adopted September 27, 2022
 By Ordinance Number 1305
 Updated by Later Annexation Ordinances

0 0.475 0.95 Miles

1 inch equals 0.15 miles

Created By:
 City of Sweet Home
 Community Development Department
 541-367-8113

Print Date : 10-31-2022

This map was created for display purposes only and is subject to errors and/or omissions. The City of Sweet Home and Linn County disclaim any liability as to the accuracy of the data.

Reproduced by PR 9/12/14 from original by SV 01/09/09
 Updated by JG Oct 2022

From: [Columbus Maintenance](#)
To: [Angela Clegg](#)
Cc:
Subject: FW: Fw: File Number : ZMA23-03 Low Density Residential (R-1) Zone To High Density Residential (R-3)
Date: Tuesday, November 7, 2023 4:03:12 PM

Michael DeOus

1193 29th Ave Sweet Home Or, 97386

11/07/2023

Subject: Opposition to Rezoning Proposal from Low Density Residential (R-1) Zone to High Density Residential (R-3)

Dear Planning Commission and City Council of Sweet Home Oregon

I am writing to express my strong opposition to the proposed rezoning of the residential area in Sweet Home Tax lot 4900. To a high-density community. I believe that this rezoning proposal is not in the best interest of our neighborhood and would have detrimental effects on the community.

Zoning Consistency : Spot Zoning of a specific parcel to accommodate apartment construction, which could be inconsistent with the existing zoning regulations of the surrounding area. This inconsistency can lead to concerns about the overall integrity of the zoning plan and land use patterns.

Fairness and Equitability : Spot Zoning decisions can raise questions of fairness and equitability, as they may seem to favor specific developers or landowners over others. This can lead to public opposition and legal challenges, especially if it appears that the zoning change is made for private gain rather than the public Interest.

Impact on Neighbors : Neighboring property owners object to spot zoning and believe it will negatively affect their properties or quality of life. Concerns about increased traffic , noise, reduced property values, or changes in the character of the neighborhood.

Comprehensive Planning : Spot zoning can undermine the goals and objectives of comprehensive land use and zoning plans. It's important to consider how the proposed Spot zoning change aligns with the long-term planning objectives for the community.

Thank you

Michael DeOlus

Sweet Home Resident



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Ordinance Bill No. 17 for 2023, Ordinance 1323, Granting Franchise Renewal to Comcast for Cable Service

Preferred Agenda: December 12, 2023

Submitted By: Robert Snyder, City Attorney

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: Sweet Home Ordinance 1228 (Prior Franchise Agreement)

Towards Council Goal: Effective and efficient government, viable and sustainable essential services

Attachments: Prior Ordinance with proposed revisions shown
Proposed Ordinance No. 17 for 2023, Ordinance 1323

Purpose of this RCA:

To present for City Council consideration of an Ordinance that grants Comcast of Oregon II, Inc. a renewal franchise for the construction and operation of a cable system in the City of Sweet Home.

Background/Context:

The prior Franchise Agreement with Comcast was executed in 2012 under Ordinance 1228. In July of 2022, the League of Oregon Cities (LOC) drafted a cable franchise Ordinance. City staff and Comcast have reviewed this Ordinance and included provisions that were not directly addressed in the former franchise agreement into the proposed ordinance which changes will be explained below along with the other changes because relevant laws changed, or the parties agreed that the proposed changes work for the parties better than the old language. Notable changes are explained as follows:

1. 1.1H Gross Revenues – FCC user fee and Franchise fee and PEG fees (public, education, and government) amounts – These fees are now included in Gross Revenues and not part of the excluded items. Also, in this subsection is added the new provision on bundling services and cable’s part thereof similar to the LOC provision on bundling.
2. 1.1I Person – Has a new definition that is much like the old definition covering the same organizations.
3. 2.3 Competitive Equity – “Grantee’s request” is made possessive with the added apostrophe.

4. 2.4 Term – Section 8.6 referred to therein is changed to 9.6 to match its current placement in the proposed ordinance. Also, Section 8 is changed to Section 9 in the remainder of the proposed ordinance.

5. 3.3 Relocation at Request of the Franchising Authority – Notice therein is changed from 5 days to 10 days. This change was acceptable to staff. Additionally, the word “underground” was added in the last sentence to explain that Comcast can abandon its underground property but not its above-ground property.

6. 3.5 Reservation of Franchising Authority – Public Ways – The term “affiliate” was removed therefrom so that the City if required to pay for relocation in certain circumstances (competition services) will not have to pay to relocate an affiliate of Comcast. (Note that in Section 3.3, Comcast shall pay for relocations requested by the City.)

7. 3.11 Cable Service to Public Buildings – This is a total change in wording to reflect the current law. A cable company is not required to provide free service to public buildings but if they do, it is to be at their cost which should be a substantial reduction from the normal price.

8. 3.14 System Standards – The last sentence was added to state explicitly that the City of Sweet Home will be provided programming at least equal to that which is provided to other cities in the general area.

9. 4.2 Filing of Rates and Charges – This section has additional language to reflect that the City as a fee recipient for the use of its right-of-way does not and never has regulated cable rates or charges, which are set by State or Federal law.

10. 5.2 Maps – Terms such as “strand” and “trench” have been omitted since they are no longer used. The time for providing needed maps to the city was reduced from 60 days to 30 days. The addition of “and shall not be left behind” notes that the maps are confidential and proprietary documents and are to be guarded by the City when it uses them.

11. 7.6 Force Majeure – A new clause (second sentence) was added to set forth examples of excused non-compliance conditions and events such as a pandemic.

12. 8.1 Access Channels – This is a new provision for access to a PEG (Public, Educational, and Governmental Access) channel in that Comcast will provide one if certain criteria are met as set forth therein. The prior agreement provided that Comcast would provide a PEG channel. However, with the City’s own website and social media, the likelihood that the City will need or use an Access PEG channel is small.

13. 9.3 Notice – The use of electronic communication for notices can be used when both parties agree, which is set forth in the last sentence of the subsection. Also, the names and addresses of the parties have been updated.

14. 9.5 Severability – A new provision (last sentence) has been added to provide that if the law changes during the term of this agreement, then the parties agree that the agreement will be modified to reflect those changes.

The current proposed agreement will be for a term of 10 years. Over the last 10 years, the City of Sweet Home has collected approximately \$1.2 million in revenue as a result of the agreement with Comcast.

The first and second readings of this Ordinance were held at the City Council meeting on November 28, 2023.

The Challenge/Problem:

Without renewal of this Franchise Agreement, the City risks losing valuable Comcast services to the City of Sweet Home, its residents, and its business owners as well as a revenue source from the agreed upon franchise fees.

Stakeholders:

- City of Sweet Home Citizens – Citizens of Sweet Home will continue to have Comcast as an option for service.
- City of Sweet Home Employers – Employers of Sweet Home will continue to have Comcast an option for service.
- City of Sweet Home Staff – Staff will provide for permitting Comcast cable services to utilize City right-of-way in accordance with the Franchise Agreement and collect associated revenues.
- City of Sweet Home City Council – City Council will continue to provide service options to the City of Sweet Home and maintain a current business relationship.

Issues and Financial Impacts:

The financial terms of the proposed Ordinance are set by law that provides for a maximum franchise fee of 5% of gross revenues for cable services; that 5% is the amount set forth in the current and proposed Ordinances.

Elements of a Stable Solution:

The Franchise Agreement set forth in the proposed Ordinance provides a basis for the City and Comcast to allow Comcast to use the City’s rights-of-way to provide services in an orderly and functional manner.

Options:

1. Do Nothing – Failure to approve a new Franchise Agreement will result in loss of Comcast services through City rights-of-way and loss of associated franchise fees to the City.
2. Motion to conduct a third and final reading of the proposed Ordinance as presented – Approve the Franchise Agreement as presented and adopt Ordinance No. 17 for 2023, Ordinance 1323.
3. Motion to conduct a third reading of the proposed Ordinance with changes – The City Council may make changes to the proposed Ordinance.
4. Direct Staff to draft other or different provisions and terms for the agreement.

Recommendation:

Option 2 is the recommended option: Approve the Franchise Agreement as presented and adopt Ordinance No. 17 for 2023, Ordinance 1323.

**ORDINANCE BILL NO.
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF SWEET HOME GRANTING A FRANCHISE TO
COMCAST OF OREGON II, INC. FOR THE CONSTRUCTION AND OPERATION OF
A CABLE SYSTEM**

WHEREAS, the City of Sweet Home, having determined that the financial, legal and technical ability of Comcast of Oregon II, Inc. is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, The City of Sweet Home does ordain as follows:

SECTION 1
Definition of Terms

1.1 . Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A.** "Basic Cable" means any service tier that includes the retransmission of local television broadcast signals and other programming provided by the Grantee.
- B.** "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- C.** "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D.** "Cable System" shall have the meaning specified in the definition of "Cable System" in the Cable Act.
- E.** "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- F.** "Franchising Authority" means the City of Sweet Home or the lawful successor, transferee, or assignee thereof
- G.** "Grantee" means Comcast of Oregon II, Inc., or its lawful successor, transferee, or assignee.
- H.** "Gross Revenues" mean any revenue derived by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, following Generally Accepted Accounting Principles ("GAAP), consistent with federal and

state law, provided, however, that such phrase shall not include: (1) any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, ~~including the FCC user fee~~; (2) unrecovered bad debt; and (3) advertising agency commissions and launch fees to the extent consistent with GAAP, ~~and (4) franchise fees and any Public, Education and Government (PEG) amounts received from Subscribers~~. Gross Revenues shall also not include revenue from any other sources or services unless and until such source or service is finally, specifically and expressly declared to be a cable service under federal law or regulation, by Congress or the Federal Communications Commission.

To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations. Late fees will be treated like bundled services as described in this Section.

~~I. — "Person" means any natural person or any association, firm partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority. individual, partnership, association, joint stock company, trust, H.I. corporation, or governmental entity.~~

J. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority or other utilities in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.

K. "Service Area" means the legal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 3.9.

L. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.

M. "Subscriber" means a Person who lawfully receives Cable Service of the Cable

System with the Grantee's express permission.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System. No permit, tax, assessment or fees, other than the franchise fee set forth in the amount designated herein, shall be assessed by the Franchising Authority upon the Grantee for any access, use, entry upon or activities associated with any and all public ways.

Notwithstanding anything to the contrary, any easement for such use which has already been granted by the Franchising Authority to a telephone or other utility company shall to the fullest extent be interpreted so as to grant Grantee the same rights and privileges as have been granted to the telephone or other utility company. In such easements, the words “telephone” or “telephone company,” “public utility” and the like shall to the fullest extent be interpreted to include the Grantee.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither the Franchising Authority nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

2.3 Competitive Equity.

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

delivered over wireless broadband networks are specifically exempted from the requirements of this section.

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

2.4 **Term.** The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 98.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3 **Standards of Service**

3.1 **Conditions of Occupancy.** The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 **Restoration of Public Ways.** When any excavation or construction activity is made by the Grantee within the Public Ways, the Grantee shall promptly restore the affected portion of the Public Way to a condition reasonably comparable to the condition existing immediately prior to the excavation or construction activity, and in compliance with legally adopted City and State standards, to the extent that they are applicable.

3.3 **Relocation at Request of the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ~~ten five~~ (1005) business days, the Grantee, at its own expense, shall protect, support, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas (although not the direct responsibility of the City) or water pipes, or any other type of structures or improvements by the Franchising Authority which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its underground property.

3.4 **Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of Grantee, provided: (A) the expense of such paid by the Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section 3.4,

"reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than 120 days for a permanent relocation.

3.5 Reservation of Franchising Authority - Public Ways. Nothing in this Franchise shall prevent the Franchising Authority from constructing sewers, grading, paving, repairing or altering any street, alley, or public highway, repairing or removing water mains, or maintaining, repairing, constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. However, if any of Grantee's Cable System interferes with constructing sewers, grading, paving, repairing or altering any street, alley, or public highway, repairing or removing water mains, or maintaining, repairing, constructing or establishing any other public work or improvement, or any other government owned facilities in the Public Ways, Grantee's Cable System shall be removed or replaced in accordance with Section 3.3 hereof. Any and all such removal or replacement shall be at the expense of Grantee except for installation or repair of a communications system owned by the Franchising Authority or other public entity providing commercial services in competition with the Grantee ~~or an affiliate of Grantee~~. If in response to a request by the Franchising Authority the Grantee removes or replaces any portion of its Cable System at its own expense in order to accommodate the installation or repair of a communications systems used by the Franchising Authority or other public entity to provide commercial services in competition with Grantee ~~or its affiliates~~, then the Franchising Authority or other government entity shall reimburse Grantee for the reasonable expense of the removal or replacement.

3.6 Vegetation Management. Grantee shall comply with local ordinances of general applicability regarding vegetation management.

3.7 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.8 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric or other services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this Section 3.8 shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.9 Required Extensions of the Cable System. Grantee agrees to provide Cable Service to all residents in the Service Area subject to the density requirements specified in this Section 3.9. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least 12 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscriber at no cost to said Subscriber for the

Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals twelve (12). Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. 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 Cable System from the tap to the residence.

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

The Grantor shall have the right to discontinue the receipt of all or a portion of the Complimentary Services provided by the Grantee in the event Grantee elects to impose a charge against the Grantor for the Complimentary Services as set forth in the preceding paragraph. The Grantee, upon request, shall provide without charge, one Standard Installation and one outlet of Basic Cable and expanded basic service, or its equivalent, to the Franchising authority's City Hall, one to the Public Works building, one to the fire station, one to the City's police station, one to the public library central building that is within the service area, and to K-12 public school(s) that are within the Service Area and passed by its Cable System; provided, however, those buildings or portions of buildings housing or occupied by prison/jail populations shall be excluded. Cable Service to the Franchising Authority described herein is a voluntary initiative of Grantee and not a requirement under this Franchise. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of

~~Cable Service required by this Section 3.11. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable and expanded basic service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.~~

3.12 Emergency Use. In accordance with, and at the time required by, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as such provisions may from time to time be amended, EAS activation will be accomplished in compliance with such regulations and consistent with FCC approved Oregon State EAS plan, and local area EAS plan applicable to Linn County.

3.13 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the relocations under sections 3.3 and 3.4 hereof, the Franchising Authority shall reimburse Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If funds are controlled by another government entity, the Franchising Authority shall make application for such funds on behalf of Grantee.

3.14 System Standards. The Cable System shall meet or exceed all applicable technical and performance standards of the FCC.

The Grantee shall also comply with all applicable testing requirements of the FCC. Upon request, Grantee shall advise the Franchising Authority of schedules and methods for testing the Cable System within the Service Area to determine compliance with the provisions of applicable FCC technical standards. Representatives of the Franchising Authority may witness the tests. Written records of all system tests required to be performed by or for the Grantee shall be maintained at Grantee's business office, and shall be available for inspection by the Franchising Authority upon written request during Grantee's normal business hours. Grantee, upon written request of Franchising Authority, shall provide a summary or complete copies of such tests results prepared in accordance with FCC rule.

Grantee shall provide programming at least equal to that which is provided to other cities in the general area.

3.15 Customer Service Standards/Complaint Resolution. Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as such may be amended from time to time.

Grantee may arrange for a payment station or drop box or its equivalent within the city limits of the Franchising Authority where Subscribers may drop or deliver their bill payment for cable service.

Should a Subscriber have an unresolved complaint regarding Cable Service with Grantee, the Subscriber shall be entitled to file a complaint with the Franchising Authority and thereafter to meet or discuss jointly with representatives of the Franchising Authority and Grantee within

30 days of filing the complaint with the Franchising Authority to address and resolve the Subscriber's complaint. For purposes of this paragraph, a "complaint" is a grievance related to the Cable Service provided by Grantee within the Service Area that is reasonably remediable by Grantee, but does not include grievances regarding the content of programming or information services other than broad categories of programming, and does not include customer contacts resulting in routine service calls that resolve the subscriber's problem satisfactorily to subscriber.

3.16 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision within the Franchise Area. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide Grantee with reasonable access to the open trench. The provisions of the preceding sentence shall not apply to solely municipal sewer and water trenching projects. Grantee shall make a good faith effort to utilize such open trenches in its provision of Cable Service to affected properties so long as such properties are passed by Grantee's Cable System, but Grantee is not required to utilize any trench. Neither Franchising Authority nor Grantee shall be liable or financially responsible for any failure to give notice of, require notice of, or failure to utilize open trenches created by a utility or developer.

SECTION 4 **Regulation by the Franchising Authority**

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of annual Gross Revenues (as defined in Section 1.1 of this Franchise). In accordance with the Cable Act, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within forty-five (45) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. Limitation on Franchise Fee Actions. 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 is due.

4.2 Filing of Rates and Charges. Throughout the term of this Agreement, Grantee shall maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Service provided under this Agreement.

~~**4.2 — Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.~~

4.3.1 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Section 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and Franchising Authority consider the terms set forth in this Section 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.

4.5 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.6 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure

indebtedness, or a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given, unless the requesting party and Franchising Authority agree to an extension of time.

SECTION 5 **Books, Records, and Maps**

5.1 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate of Grantee which is not providing Cable Service in the Service Area. In the event the Grantee asserts that certain information is proprietary or confidential in nature, the Grantee shall identify generally the information which it deems proprietary or confidential and the reasons for its confidentiality in writing.

The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential under applicable federal and state law, and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 Maps. Grantee shall maintain as built drawings for the Cable System at Grantee's business office, and make them available to the Franchising Authority for inspection during normal business hours upon written request. As built drawings shall be updated as changes occur in the Cable System serving the Service Area. Upon written request of the Franchising Authority, Grantee shall make available to provide the Franchising Authority copies of strand and trench maps showing the location of Grantee's lines within the Public Ways in the Service Area within thirtysixty (360) days of request for the same. The City recognizes that the information contained in such maps is confidential and proprietary, and remains the property of the Grantee and shall not be left behind. The City shall safeguard such information from the public record unless affirmatively and expressly required to disclose and provide access by state or federal law.

SECTION 6
Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this Section 6.1.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of Grantee's construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give Grantee written notice of its obligation to indemnify the Franchising Authority within thirty (30) days of receipt of a claim or action pursuant to this Section 6.2. Notwithstanding the foregoing, Grantee shall not indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority.

6.3 Bonds and Other Surety. No bond or other surety shall be required of Grantee at the inception of the Franchise. In the event Grantee is required by the Franchising Authority to obtain a bond or other surety in the future, the Franchising Authority agrees to give Grantee at least 60 days advance written notice thereof stating the specific reasons for such requirement. Such reasons must demonstrate a change in Grantee's legal, financial or technical qualifications that would materially prohibit or impair Grantee's ability to comply with the terms and conditions of this Franchise.

SECTION 7
Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, 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 Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in

Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2 (C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority 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 in accordance with Section 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in Section 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law. A complete verbatim record and transcript shall be made of the hearing. Following the hearing, the Franchising Authority shall determine whether or not the franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 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 includes, but is not limited to earthquake, flood, tidal wave, unusually severe rain or snowstorm, hurricane, tornado or other catastrophic act of nature, terrorist act, epidemic or pandemic.

This provision- also covers includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System within the Service Area is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority'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 outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8 **Public, Educational and Governmental Access**

8.1 Access Channels. As of the Effective Date of this franchise the City does not currently independently administrate or operate an Access Channel but may desire to at some point during the term of this Franchise. Upon one hundred twenty (120) days advance written notice by the City, and pursuant to ordinance or resolution passed by the City, Grantee shall provide to the City, for independent administration by the City or its designee throughout the term of the Franchise, one (1) Standard Definition Access Channel to be cablecast throughout the Franchise Area. The Parties acknowledge and agree that in order to trigger the right to this Access Channel, the City must present to Comcast (i) a budget for funding the Access Channel and (ii) a plan to provide a minimum of twenty five (25) hours of locally produced and original programming per week and (iii) demonstrate there is public support and need for the Access Channel, including citizen involvement and input. However, a formal community needs assessment study is not required.

SECTION 98 **Miscellaneous Provisions**

98.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereto 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.

98.2 Entire Document. This Ordinance constitutes the entire Franchise between the Grantee and the Franchising Authority. Amendments to the Franchise shall be mutually agreed to in writing by the parties.

98.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail. [General updates may be communicated electronically as appropriate and agreed to by both parties.](#)

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Sweet Home
City Manager
[3225 Main Street](#)~~1140 12th Avenue~~
Sweet Home, OR 97386

The notices or responses to the Grantee shall be addressed as follows:

Comcast of Oregon II, Inc.
Attention: Government Affairs
[11308 SW 68th Parkway](#)~~9605 SW Nimbus Avenue.~~
Beaverton, OR 97223008

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section 98.3.

98.4 Descriptive Headings. The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

98.5 Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

[Should any change to state and federal law after the Effective Date have the lawful effect of materially altering the terms and conditions of this Franchise to the detriment of one or both parties, then the parties shall discuss the regulatory changes and mutually agree to modify the Franchise consistent with such regulatory changes and Applicable Law.](#)

98.6 Effective Date. The effective date of this Franchise is _____, pursuant to the provisions of applicable law. This Franchise shall expire on _____, unless extended by the mutual agreement of the parties, or rendered null and void pursuant to Section 98.7 hereof.

98.7 Acceptance. This Ordinance shall take effect thirty (30) days after its enactment by the City Council and approval by the Mayor, but shall become null and void unless within sixty (60) days after such enactment Grantee shall file with the City Manager, Grantee's acceptance of the terms, conditions and obligations to be compiled with or performed by it hereunder.
Passed by Council and Approved by the Mayor this ____ day of _____, ____.

Mayor

ATTEST:

City Manager- [Ex Officio City Recorder](#)

Accepted this ____ day of _____, 2023-subject to applicable federal, state and local law.

COMCAST OF OREGON II, INC.

**ORDINANCE BILL NO. 17 FOR 2023
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF SWEET HOME GRANTING A FRANCHISE TO
COMCAST OF OREGON II, INC. FOR THE CONSTRUCTION AND OPERATION OF
A CABLE SYSTEM**

WHEREAS, the City of Sweet Home, having determined that the financial, legal and technical ability of Comcast of Oregon II, Inc. is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, The City of Sweet Home does ordain as follows:

SECTION 1
Definition of Terms

1.1 . Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A.** "Basic Cable" means any service tier that includes the retransmission of local television broadcast signals and other programming provided by the Grantee.
- B.** "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- C.** "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D.** "Cable System" shall have the meaning specified in the definition of "Cable System" in the Cable Act.
- E.** "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- F.** "Franchising Authority" means the City of Sweet Home or the lawful successor, transferee, or assignee thereof
- G.** "Grantee" means Comcast of Oregon II, Inc., or its lawful successor, transferee, or assignee.
- H.** "Gross Revenues" mean any revenue derived by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, following Generally Accepted Accounting Principles ("GAAP), consistent with federal and

state law, provided, however, that such phrase shall not include: (1) any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency; (2) unrecovered bad debt; and (3) advertising agency commissions and launch fees to the extent consistent with GAAP. Gross Revenues shall also not include revenue from any other sources or services unless and until such source or service is finally, specifically and expressly declared to be a cable service under federal law or regulation, by Congress or the Federal Communications Commission.

To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations. Late fees will be treated like bundled services as described in this Section.

- I.** "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.
- J.** "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority or other utilities in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- K.** "Service Area" means the legal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 3.9.
- L.** "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- M.** "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2
Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System. No permit, tax, assessment or fees, other than the franchise fee set forth in the amount designated herein, shall be assessed by the Franchising Authority upon the Grantee for any access, use, entry upon or activities associated with any and all public ways.

Notwithstanding anything to the contrary, any easement for such use which has already been granted by the Franchising Authority to a telephone or other utility company shall to the fullest extent be interpreted so as to grant Grantee the same rights and privileges as have been granted to the telephone or other utility company. In such easements, the words “telephone” or “telephone company,” “public utility” and the like shall to the fullest extent be interpreted to include the Grantee.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither the Franchising Authority nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

2.3 Competitive Equity.

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

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

2.4 **Term.** The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 9.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3 **Standards of Service**

3.1 **Conditions of Occupancy.** The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 **Restoration of Public Ways.** When any excavation or construction activity is made by the Grantee within the Public Ways, the Grantee shall promptly restore the affected portion of the Public Way to a condition reasonably comparable to the condition existing immediately prior to the excavation or construction activity, and in compliance with legally adopted City and State standards, to the extent that they are applicable.

3.3 **Relocation at Request of the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee, at its own expense, shall protect, support, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas (although not the direct responsibility of the City) or water pipes, or any other type of structures or improvements by the Franchising Authority which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its underground property.

3.4 **Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of Grantee, provided: (A) the expense of such paid by the Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section 3.4, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than 120 days for a permanent relocation.

3.5 Reservation of Franchising Authority - Public Ways. Nothing in this Franchise shall prevent the Franchising Authority from constructing sewers, grading, paving, repairing or altering any street, alley, or public highway, repairing or removing water mains, or maintaining, repairing, constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. However, if any of Grantee's Cable System interferes with constructing sewers, grading, paving, repairing or altering any street, alley, or public highway, repairing or removing water mains, or maintaining, repairing, constructing or establishing any other public work or improvement, or any other government owned facilities in the Public Ways, Grantee's Cable System shall be removed or replaced in accordance with Section 3.3 hereof. Any and all such removal or replacement shall be at the expense of Grantee except for installation or repair of a communications system owned by the Franchising Authority or other public entity providing commercial services in competition with the Grantee. If in response to a request by the Franchising Authority the Grantee removes or replaces any portion of its Cable System at its own expense in order to accommodate the installation or repair of a communications systems used by the Franchising Authority or other public entity to provide commercial services in competition with Grantee, then the Franchising Authority or other government entity shall reimburse Grantee for the reasonable expense of the removal or replacement.

3.6 Vegetation Management. Grantee shall comply with local ordinances of general applicability regarding vegetation management.

3.7 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.8 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric or other services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this Section 3.8 shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.9 Required Extensions of the Cable System. Grantee agrees to provide Cable Service to all residents in the Service Area subject to the density requirements specified in this Section 3.9. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least 12 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscriber at no cost to said Subscriber for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the

present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals twelve (12). Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. 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 Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings. The parties acknowledge that as of the Effective Date of this Franchise agreement, Grantee continues to provide Complimentary Services to certain schools, libraries, and public institutions within the Franchise Area. In the event Grantee elects, to the extent permitted by applicable laws, to invoice the Grantor for Complimentary Services, Grantee agrees that it will do so only after providing City with one hundred twenty (120) days' prior written notice. Grantee agrees not to unfairly or unreasonably discriminate against the Grantor with respect to other Oregon served local franchising authorities, with respect to the costs to be imposed for Complimentary Services. The Grantor shall have the right to discontinue the receipt of all or a portion of the Complimentary Services provided by the Grantee in the event Grantee elects to impose a charge against the Grantor for the Complimentary Services as set forth in the preceding paragraph.

3.12 Emergency Use. In accordance with, and at the time required by, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as such provisions may from time to time be amended, EAS activation will be accomplished in compliance with such regulations and consistent with FCC approved Oregon State EAS plan, and local area EAS plan applicable to Linn County.

3.13 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the relocations under sections 3.3 and 3.4 hereof, the Franchising Authority shall reimburse Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If funds are controlled by another government entity, the Franchising Authority shall make application for such funds on behalf of Grantee.

3.14 System Standards. The Cable System shall meet or exceed all applicable technical and performance standards of the FCC.

The Grantee shall also comply with all applicable testing requirements of the FCC. Upon request, Grantee shall advise the Franchising Authority of schedules and methods for testing the Cable System within the Service Area to determine compliance with the provisions of applicable

FCC technical standards. Representatives of the Franchising Authority may witness the tests. Written records of all system tests required to be performed by or for the Grantee shall be maintained at Grantee's business office, and shall be available for inspection by the Franchising Authority upon written request during Grantee's normal business hours. Grantee, upon written request of Franchising Authority, shall provide a summary or complete copies of such tests results prepared in accordance with FCC rule.

Grantee shall provide programming at least equal to that which is provided to other cities in the general area.

3.15 Customer Service Standards/Complaint Resolution. Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as such may be amended from time to time.

Grantee may arrange for a payment station or drop box or its equivalent within the city limits of the Franchising Authority where Subscribers may drop or deliver their bill payment for cable service.

Should a Subscriber have an unresolved complaint regarding Cable Service with Grantee, the Subscriber shall be entitled to file a complaint with the Franchising Authority and thereafter to meet or discuss jointly with representatives of the Franchising Authority and Grantee within 30 days of filing the complaint with the Franchising Authority to address and resolve the Subscriber's complaint. For purposes of this paragraph, a "complaint" is a grievance related to the Cable Service provided by Grantee within the Service Area that is reasonably remediable by Grantee, but does not include grievances regarding the content of programming or information services other than broad categories of programming, and does not include customer contacts resulting in routine service calls that resolve the subscriber's problem satisfactorily to subscriber.

3.16 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision within the Franchise Area. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide Grantee with reasonable access to the open trench. The provisions of the preceding sentence shall not apply to solely municipal sewer and water trenching projects. Grantee shall make a good faith effort to utilize such open trenches in its provision of Cable Service to affected properties so long as such properties are passed by Grantee's Cable System, but Grantee is not required to utilize any trench. Neither Franchising Authority nor Grantee shall be liable or financially responsible for any failure to give notice of, require notice of, or failure to utilize open trenches created by a utility or developer.

SECTION 4
Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of annual Gross Revenues (as defined in Section 1.1 of this Franchise). In accordance with the Cable Act, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within forty-five (45) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. Limitation on Franchise Fee Actions. 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 is due.

4.2 Filing of Rates and Charges. Throughout the term of this Agreement, Grantee shall maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Service provided under this Agreement.

4.3.1 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Section 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and Franchising Authority consider the terms set forth in this Section 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.

4.5 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.6 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness, or a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given, unless the requesting party and Franchising Authority agree to an extension of time.

SECTION 5 **Books, Records, and Maps**

5.1 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in

nature, nor disclose books and records of any affiliate of Grantee which is not providing Cable Service in the Service Area. In the event the Grantee asserts that certain information is proprietary or confidential in nature, the Grantee shall identify generally the information which it deems proprietary or confidential and the reasons for its confidentiality in writing.

The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential under applicable federal and state law, and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 Maps. Grantee shall maintain as built drawings for the Cable System at Grantee's business office, and make them available to the Franchising Authority for inspection during normal business hours upon written request. As built drawings shall be updated as changes occur in the Cable System serving the Service Area. Upon written request of the Franchising Authority, Grantee shall make available to the Franchising Authority copies of maps showing the location of Grantee's lines within the Public Ways in the Service Area within thirty (30) days of request for the same. The City recognizes that the information contained in such maps is confidential and proprietary, and remains the property of the Grantee and shall not be left behind. The City shall safeguard such information from the public record unless affirmatively and expressly required to disclose and provide access by state or federal law.

SECTION 6 **Insurance and Indemnification**

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this Section 6.1.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of Grantee's construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give Grantee written notice of its obligation to indemnify the Franchising Authority within thirty (30) days of receipt of a claim or action pursuant to this Section 6.2. Notwithstanding the foregoing, Grantee shall not indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority.

6.3 Bonds and Other Surety. No bond or other surety shall be required of Grantee at the inception of the Franchise. In the event Grantee is required by the Franchising Authority to

obtain a bond or other surety in the future, the Franchising Authority agrees to give Grantee at least 60 days advance written notice thereof stating the specific reasons for such requirement. Such reasons must demonstrate a change in Grantee's legal, financial or technical qualifications that would materially prohibit or impair Grantee's ability to comply with the terms and conditions of this Franchise.

SECTION 7 **Enforcement and Termination of Franchise**

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, 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 Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2 (C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority 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 in accordance with Section 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in Section 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the

noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law. A complete verbatim record and transcript shall be made of the hearing. Following the hearing, the Franchising Authority shall determine whether or not the franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 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 includes, but is not limited to earthquake, flood, tidal wave, unusually severe rain or snowstorm, hurricane, tornado or other catastrophic act of nature, terrorist act, epidemic or pandemic. This provision also covers work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System within the Service Area is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority'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 outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8
Public, Educational and Governmental Access

8.1 Access Channels. As of the Effective Date of this franchise the City does not currently independently administrate or operate an Access Channel but may desire to at some point during the term of this Franchise. Upon one hundred twenty (120) days advance written notice by the City, and pursuant to ordinance or resolution passed by the City, Grantee shall provide to the City, for independent administration by the City or its designee throughout the term of the Franchise, one (1) Standard Definition Access Channel to be cablecast throughout the Franchise Area. The Parties acknowledge and agree that in order to trigger the right to this Access Channel, the City must present to Comcast (i) a budget for funding the Access Channel and (ii) a plan to provide a minimum of twenty five (25) hours of locally produced and original programming per week and (iii) demonstrate there is public support and need for the Access Channel, including citizen involvement and input. However, a formal community needs assessment study is not required.

SECTION 9
Miscellaneous Provisions

9.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereto 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.

9.2 Entire Document. This Ordinance constitutes the entire Franchise between the Grantee and the Franchising Authority. Amendments to the Franchise shall be mutually agreed to in writing by the parties.

9.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail. General updates may be communicated electronically as appropriate and agreed to by both parties.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Sweet Home
City Manager
3225 Main Street
Sweet Home, OR 97386

The notices or responses to the Grantee shall be addressed as follows:

Comcast of Oregon II, Inc.
Attention: Government Affairs
11308 SW 68th Parkway
Beaverton, OR 97223

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section 9.3.

9.4 Descriptive Headings. The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

9.5 Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

Should any change to state and federal law after the Effective Date have the lawful effect of materially altering the terms and conditions of this Franchise to the detriment of one or both parties, then the parties shall discuss the regulatory changes and mutually agree to modify the Franchise consistent with such regulatory changes and applicable law.

9.6 Effective Date. The Effective Date of this Franchise is January 11, 2024, pursuant to the provisions of applicable law. This Franchise shall expire on January 11, 2034, unless extended by the mutual agreement of the parties, or rendered null and void pursuant to Section 9.7 hereof.

9.7 Acceptance. This Ordinance shall take effect thirty (30) days after its enactment by the City Council and approval by the Mayor, but shall become null and void unless within sixty (60) days after such enactment Grantee shall file with the City Manager, Grantee's acceptance of the terms, conditions and obligations to be compiled with or performed by it hereunder. Passed by Council and Approved by the Mayor this 12th day of December, 2023.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

Accepted this ___ day of _____, _____ subject to applicable federal, state and local law.

COMCAST OF OREGON II, INC.



City of Sweet Home
 Sweet Home Public Library
 1101 13th Avenue
 Sweet Home, OR 97386
 541-367-5007

Sweet Home Public Library

Statistics

November 2023	This month November 2023	Last month October 2023	Year to date 2023	Previous year 2022 total
Patron Activity				
Door Count	2429	2727	28562	30342
Program participants (all ages)	233	196	2037	589
Total programs(all ages)	16	12	131	41
Circulation and Renewals				
Checkouts & renewals	5377	5167	55900	52702
E-audio & E-book checkouts	650	635	6298	5692
Total items checked out	6027	5802	62198	58394
Public Computers				
Logins	180	207	2401	2497
Resource Sharing Savings				
Cost savings	5281.72	4546.70	55341.20	35892.88
Items borrowed by consortium libraries	447	371	3943	2949
Items borrowed from consortium libraries	346	299	3562	2873
Volunteer Hours				
Hours worked by volunteers	54.5	51.75	638.75	528
New Library Patrons				
New patron cards issued	33	69	586	606

Events this month: We had our first Trivia Night at the Rusty Bucket. This should become a monthly event. The number and quality of our programs continues to increase each month. For December we are offering weekly holiday movies and space for teens to hang out, play video games, watch movies or play games.

Building updates: Once weather allows, we will be updating our outside dirt area to be more friendly and inviting. We have acquired most of the pieces.

Items of note: We had a record number of checkouts on Tuesday 11/27. Over 600 items checked out this is our highest daily total since 2019. We have added a small bilingual Spanish/English collection of kid's books. We recently received a grant that will allow us to purchase 60 Nonfiction VOX books for kids. These books are over \$50 each and read the text out loud to the kids as they read along.

MEMORANDUM



TO: City Council
 Kelcey Young, City Manager
 Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: December 12, 2023

SUBJECT: Community and Economic Development Department Report for November, 2023

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from November 1st to November 30th, 2023.

1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	November, 2023	October, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Residential 1 and 2 Family Dwellings	1	1	12	36	27.4
Residential Demolition	0	2	9	9	8.4
Residential Manufactured Dwellings	0	0	4	2	11.6
Residential Mechanical Permits	8	8	82	100	106
Residential Plumbing	0	1	24	30	29
Residential Site Development	0	1	0	1	0.6
Residential Structural	2	3	32	54	51.8
Commercial Alarm or Suppression Systems	0	0	2	1	3.2
Commercial Demolition	0	0	5	2	3.4
Commercial Mechanical	0	1	9	17	17
Commercial Plumbing	0	0	11	5	9.8
Commercial Site Development	0	1	1	5	2.8
Commercial Structural	3	3	22	33	38.4
Total Permits	14	21	213	295	309.4
Value Estimate of All Permits	\$597,400.00	\$616,889.00	\$9,588,967.94	\$30,928,533.31	\$20,430,248.58
Fees Collected	\$8,212.94	\$8,437.96	\$120,625.69	\$336,902.20	\$258,215.53

- Developments of note: For your reference, below are some developments of note that were previously reported. Changes are noted with **bold text**.
 - Mosaic Memory Care Facility: Located on Mountain Fir Street next to the existing Mosaic-owned Wiley Creek Assistance Living Facility. The project received full planning approval early this year. Much of the time since then has been spent waiting for completed plans from Mosaic. However, plans were finally completed and reviewed in August, and a building permit has been issued. Construction is underway. An open house was held on October 15th, however the facility has yet to receive a Certificate of Occupancy.
 - Samaritan Urgent Care Facility: This facility is now completed and operational.
 - Duck Hollow Phase III Subdivision: 51-lot single-family home subdivision located adjacent to the existing Duck Hollow Subdivision (41st Avenue and Long Street). This subdivision received planning approval in 2020, however there was a long delay due to wetlands regulations administered by the Oregon Department of State Lands. State approval has been granted, and construction is expected soon.
 - Live Oak Subdivision: 8-lot single-family home subdivision located between the two existing portions of Live Oak Street. The subdivision was approved in 2021, however the property changed hands, which delayed development. The new owner is planning on constructing 8 duplexes (16 housing units) on the lots. Development of the road and infrastructure is complete, and construction of the first buildings has begun.
 - Foothills Ridge Subdivision: 21-lot single-family home subdivision located at the west end of Foothills Drive. This subdivision was approved in 2021, however the owner has run into delays with his engineering firm, and recently applied for an extension. The construction timeline is unknown.
 - Santiam River Development Phase 1 : 42-lot single-family home subdivision located at the north end of Clark Mill Road. Planning approval was granted at the beginning of this year, however some of the property is being sold to a different developer. It is unknown when construction will begin.
 - Clear Water Subdivision: 18-lot single-family home subdivision located on the west side of 45th Avenue, just north of Kalmia Street. Planning approval was granted in June. Road, sidewalk, and other infrastructure construction is complete.

2. PLANNING

- Summary of Final Decisions of Planning Division Applications:

Application Type	November, 2023	October, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Adjustments	1	0	1	0	N/A
Annexations	0	0	0	1	0.4
Code Amendments	0	0	3	1	0.8
Conditional Use	0	0	3	11	8.8
Partition	0	1	4	17	12
Planned Development/ Subdivision	0	0	0	3	1.8
Property Line Adjustments	0	1	3	21	13.4
Vacation	0	0	1	0	0
Variance	1	0	4	3	3.6
Zoning Map Amendment	0	0	2	1	2.2

- 1 Land Use Application was submitted in November.
- 3 Land Use Applications are pending final approval.
- 1 Fence Permit was issued in November.
- 0 Temporary RV Permits were issued in November.
- The City received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. The project is fully underway. The second public advisory committee meeting was held last week, along with an Open House.
- The Planning Commission last met on November 16th. The next scheduled meeting is January 4th, 2024.

3. ECONOMIC DEVELOPMENT

- Based on feedback from the Council, Staff are developing a Request for Proposals (RFP) for the quarry property that will outline all of the City's goals for the property and seek interest from developers for a public-private-partnership with the City. After Staff have finished a draft of the RFP, we will bring it to the Council for review, suggested changes, and, ultimately, approval.
- Staff recently gathered a group of business and property owners to discuss efforts to improve Downtown Sweet Home. The initial meetings of this 'Downtown Focus Group' have been productive, and the participants are excited with the ideas generated thus far. This group recently traveled to Independence to learn from efforts there to improve their downtown and will be meeting in January to discuss what has been learned.
- The first phase of implementing the Downtown Streetscape and Parking Plan is underway. Staff have drafted plans to convert 10th and 13th Avenues between Long and Main Streets to one-way parking to allow for additional parking and the EV charging station. The Council recently approved changing these streets to one-way southbound traffic. Staff are currently

finalizing the parking plan, after which the areas will be striped and signs and delineators installed.

- The EV Charging Station project has been delayed by concerns raised by Pacific Power. Staff are working with the contractor to mitigate the problems and get the project back on track.

4. CODE COMPLIANCE

- Summary of Actions.

Case Status	November, 2023	October, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
New Complaints-Residents	12	12	233	103	90.3
New Complaints-Officer	2	0	37	71	72.5
Violations Resolved	5	12	118	98	248.6
Complaints Noted with No Violation Found	8	11	109	23	22.8
Open Cases at End of Period	58	57	58	73	22.7
Citations	3	0	26	0	3
Abatements	2	1	8	3	1
Enforcement Type	November, 2023	October, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Animal	2	5	34	29	43
Blight	1	2	16	0	1
Illegal Burn	2	0	4	2	1.8
Illegal Dumping	2	0	2	1	0.6
Illegal Parking	0	0	2	6	9
Illegal Sign	0	0	1	0	2.2
Junk/Abandoned Vehicle	1	2	33	16	10.4
Minimum Housing	0	0	3	0	2.6
Occupying an RV	2	0	43	21	37.8
Open Storage	2	0	50	30	59.8
Other	1	1	29	7	18
Public Nuisance	0	0	14	6	40
Public Right-of-way	0	2	9	0	10.2
Tall Grass & Weeds	0	0	28	51	108.4
Vacant Lot	0	0	2	0	0.2

The City's Code Compliance Officer responds to complaints submitted through the City's website, and actively patrols the City and works to resolve identified code violations.

5. PARKS

- The Park and Tree Committee last met on November 15th. Their next meeting will be December 20th, 2023.
- Staff have applied for a grant from the Oregon Park and Recreation Department for Phase III of Sankey Park improvements, which will include a replacement structure for the now-demolished bandstand and trail connections to the upper portion of the park. The application has passed the first review, and Staff gave a presentation to the grant review committee on June 27th. Staff recently received an award letter for this grant. The next steps are to continue gathering donations and start the procurement process for the work.
- Design work is underway for a new park adjacent to City Hall. The Park will include a donated playground structure and dog park.

6. OTHER PROJECTS

- Willow Street Neighborhood LID: Staff have finalized a financing plan, and recently received approval from the financing agency. A Request for Proposals for engineering design, followed by construction will be issued on December 13th.
- The ODOT Foster Lake Sidewalk Project: Construction is nearly complete. Staff are working with the Railroad and ODOT on a plan to construct the portion that lies under the railroad trestle.
- The pedestrian crossing at 22nd Avenue and Main Street is now completely operational.
- Engineering on the 2nd Avenue/Holley Road pedestrian crossing, which is funded by a Safe Routes to School Grant, is complete and a Request for Proposals for the work has been issued. A contract for the remaining work has been signed, and the contractor has ordered materials and equipment. This project has been delayed by ODOT permitting, however permits were recently granted, and Staff are working with the contractor to get the project moving again.

MEMORANDUM



TO: Kelcey Young, City Manager
 FROM: Greg Springman, Public Works Director
 DATE: November 28, 2023
 SUBJECT: Public Works Activities Report – September 2023

This memorandum provides a brief periodic update of specific projects, WTP/WWTP O&M and Compliance status, and activities performed by the Public Works Department.

This table section summarizes work done on key maintenance activities. Staff is currently working with OpenGov for implementation of a new asset management software to track work orders throughout Public Works, Code Compliance, and a Citizens Portal for exterior communications with the Sweet Home Community.

No Data for Previous Month.

WWTP and WTP Key Performance Indicators (KPIs)

	October, 2023	September, 2023	2023 YTD	2022	5 Yr Avg
Potable					
MG Treated	31.76	33.62	325.70	346.58	389.07
Backwash Water in MG	1.13	0.61	8.58	15.66	19.99
Ave daily demand in MG	1.02	1.12	1.07	0.95	1.07
Sanitary					
MG Treated	31.33	21.67	461.40	677.61	587.83
Max Daily Flow in MG	1.59	1.02	5.21	6.01	6.01
Average Flow in MG	1.05	0.72	1.55	1.86	1.61

Note: Sweet Home Wastewater treatment plant experienced 0 exceedance for the month of September 2023.

Current & Upcoming Projects

Small Diameter Water Main Replacement – 9th Avenue

Scope: Engineer of Record and Staff has identified aged water mains throughout the 54 miles of water distribution system. Staff and West Yost will take a phase approach to replace the 5 miles of small diameter water mains starting with 9th Avenue.

Status: Construction completed, June 2023.

Water Master Plan – West Yost

Scope: Develop Water Master Plan to support development.

Status: Water Master Plan Completed, June 2023.

Stormwater Master Plan – West Yost

Scope: Develop Stormwater Master Plan to support development

Status: Stormwater Master Plan Completed, June 2023.

Backwash Pump Evaluation – West Yost

Scope: Install backwash pump, utilizing the clearwell for filter backwashes and the corresponding effects on the distribution system and treatment.

Status: Staff attended a “Pump Efficiency” witness test held on November 15, 2023 to ensure our new backwash pump is operating as design. Pacific Excavation has received the long-awaited Backwash Pump from the manufacturer. Pump Efficiency testing was excepted by Staff and has schedule the installation of the pump for January 2024.

Finished Water Pump VFD Evaluation – West Yost

Scope: Evaluate feasibility to add a Variable Frequency Drive (VFD) to the current finish water pumps to maintain a constant level in clearwell to help facilitate backwash pumping.

Status: Staff attended a “Pump Efficiency” witness test held on November 15, 2023 to ensure our new backwash pump is operating as design. Pacific Excavation has received the long-awaited Backwash Pump from the manufacturer. Pump Efficiency testing was excepted by Staff and has schedule the installation of the pump for January 2024.

Pacific Ecavation will VFD installation coordinated with The Automation Group (TAG) to install VFDs for the pump. Work to be completed January 2024.

Fluoride at WTP

Scope: Fluoride system at WTP has failed/End of life budgeted for replacement this FY23.

Status: Replacement parts have been received by TAG and will be programed prior to installation.

Water Meter Modernization

Scope: Replace water meters through the entire water distribution system.

Status: Public Works staff purchased 3200 Kamstrup Smart Ultrasonic water meters. Public Works staff has installed 3100 meters to date, project is 97% complete.

Mahler WRF - Interim Improvement Project (IIP)

Scope: Filter Belt Press was installed in approx. 1974 and is an operational and financial challenge to keep operating. Staff and West Yost prepurchase new dewatering equipment (screw press), sludge blend tank, and additional electrical components for the wastewater treatment plant as part of the upgrade project.

Status: All scheduled equipment for the IIP has been installed, Staff and Contractors are working to begin start-up of our new Sludge Screw Press.

October 2023 Council Report-Traffic

CITATIONS ISSUED	Nov-23	Nov-22	2023 TO DATE	2022 TO DATE	YEAR TO DATE CHANGE
Chapter 803 Vehicle Title and Registration (Fail to Register Vehicle, Fail to Renew Registration, Altered Plate, Switched Plates, Fail to Display Plate, etc.)	1	0	16	5	68.75%
Chapter 806 Financial Responsibility Law (Driving Uninsured, Fail to Carry Proof of Insurance, False Info Regarding Liability Insurance, etc.)	8	13	106	85	19.81%
Chapter 807 Driving Privileges, Licenses and Permits (No Operator License, Fail to Carry and Present License, Fail to Change Name and/or Address on Operator License, etc.)	3	0	35	18	48.57%
Chapter 811 Rules of the Road for Drivers (Speeding, DWS, Reckless Driving, Careless Driving, Hit and Run, Fail to Obey Traffic Control Device, Follow too Close, Illegal Parking, Fail to Yield to Pedestrian, Fail to Wear Seatbelt, etc.)	17	21	224	158	29.46%
Chapter 813 Driving Under Influence of Intoxicants (Drive Under Influence of Intoxicants, Refuse the Breath Test, etc.)	2	3	20	20	0.00%
Chapter 814 Pedestrians; Passengers; Livestock; Motorized Wheelchairs; Motorcycles; Bicycles (Improper Use of Lanes, No Motorcycle Helmet, Bicyclist failing to Signal, etc)	0	0	0	0	0.00%
Chapter 815 Vehicle Equipment Generally (Improper Fenders or Mud Guards, Unreasonable Noise, Obstructed Vehicle Windows, etc.)	0	1	0	0	0.00%
Chapter 816 Vehicle Equipment (Operate Without Lighting Equipment, Operate Without Tail Lights, etc)	0	0	0	1	0.00%
Chapter 818 -821 (Vehicle limits, abandoned vehicle, special provisions, off road vehicles)	0	0	0	0	0.00%
TOTAL CITATIONS ISSUED	31	38	401	287	28.43%
TOTAL PERSONS CITED	22	18	256	174	32.03%
TOTAL WARNINGS ISSUED	107	94	1217	783	35.66%
TOTAL TRAFFIC STOPS	129	116	1481	953	35.65%

MOTOR VEHICLE CRASHES	Nov-23	Nov-22	2023 TO DATE	2022 TO DATE	YEAR TO DATE CHANGE
MVC-FATAL	0	0	0	0	0.00%
MVC-INJURY	2	4	27	19	29.63%
MVC-NON INJURY	10	8	81	81	0.00%
HIT & RUN VEHICLE INJURY	0	0	3	0	100.00%
HIT & RUN PROPERTY	2	4	63	34	46.03%
TOTAL CRASHES	14	16	174	134	22.99%

CRASHES INVOLVING DUII ARREST	0	1	24	25	-4.17%
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OCTOBER 2023 COUNCIL REPORT-CALLS FOR SERVICE

CALLS FOR SERVICE	Nov-23	Nov-22	2023 TO DATE	2022 TO DATE	YEAR TO DATE CHANGE
PERSON CRIMES (Homicide, Assault, Harassment, Sex Crimes, Menacing, Reckless Endanger, Kidnap, Domestic Violence, Elder & Child Abuse, etc)	21	10	231	173	25.11%
PROPERTY CRIMES (Arson, Burglary, Theft, Criminal Mischief, Motor Vehicle Theft, Robbery, Unlawful Entry into Motor Vehicle, Reckless Burning, etc)	45	40	610	597	2.13%
SOCIETY CRIMES (Drive Under Influence of Intoxicants, Disorderly Conduct, Resisting Arrest, Criminal Trespass, Escape, Runaway, Drug Offenses, Weapon Offenses, etc)	17	21	272	272	0.00%
OREGON SPECIFIC CRIMES (Protective Custodies, Traffic Crimes other than DUII, Warrant Arrests)	42	47	614	588	4.23%
TOTAL CRIMES REPORTED	125	118	1727	1630	5.62%
TOTAL CRIMES CLEARED	79	67	1072	1136	-5.63%
NON CRIMINAL CALLS FOR SERVICE (Abandoned Vehicles, Agency Assists, 911 hangups, Alarm Calls, Ambulance Assist, Animal Calls, Death Investigations, Disturbances, Domestic Disputes, Juvenile, Motor Vehicle Crashes, Public Assists, Suspicious Activity, Traffic, Trespass Warnings, etc)	677	673	7902	7459	5.61%
TOTAL CALLS FOR SERVICE	802	791	9629	9089	5.61%
TOTAL INCIDENT NUMBERS ISSUED	743	752	9026	8518	5.63%
TOTAL CAD NUMBERS ISSUED	1406	1333	17058	15502	9.12%

ARRESTS	Nov-23	Nov-22	2023 TO DATE	2022 TO DATE	YEAR TO DATE CHANGE
TOTAL PERSONS ARRESTED	46	45	703	659	6.26%
TOTAL ADULTS ARRESTED	44	41	664	598	9.94%
TOTAL JUVENILES ARRESTED	2	4	39	61	-36.07%
TOTAL CHARGES	84	84	1347	1227	8.91%
TOTAL ADULT CHARGES	82	80	1300	1150	11.54%
TOTAL JUVENILE CHARGES	2	4	47	77	-38.96%