



CITY OF SWEET HOME CITY COUNCIL AGENDA

November 28, 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: 258 239 814 274

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) [2023-11-13 City Council Executive Session Minutes \(4:30 PM\)](#)
 - ii) [2023-11-13 City Council Executive Session Minutes \(5:30 PM\)](#)
 - iii) [2023-11-13 City Council Minutes](#)

IV. Recognition of Visitors and Hearing of Petitions:

V. Old Business:

VI. New Business:

- a) [Request for Council Action – Approving Resolution 34 to Pursue Potential Litigation Regarding Green Peter Reservoir](#)
- b) [Request for Council Action – Ordinance Granting Franchise Renewal to Comcast for Cable Service](#)

VII. Ordinance Bills

- a) Request for Council Action and First Reading of Ordinance Bills

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.

b) Second Reading of Ordinance Bills

VIII. Reports of Committees:

Ad Hoc Committee on Health
Ad Hoc Committee on Arts and Culture
Administrative and Finance/Property
Traffic Safety Committee
Area Commission on Transportation
Chamber of Commerce
Charter Review Committee
Council of Governments
Library Advisory Board
Park and Tree Committee
Solid Waste Advisory Council
Youth Advisory Council

IX. Reports of City Officials:

City Manager's Report
Mayor's Report

X. Department Director's Reports

Community & Economic Development

i) [Community & Economic Development Department Monthly Report for October 2023](#)

XI. Council Business for Good of the Order

XII. Adjournment



CITY OF SWEET HOME CITY COUNCIL EXECUTIVE SESSION MINUTES

November 13, 2023, 4:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

The meeting convened at 4:31 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
Cecily Pretty, Administrative Services Director
Robert Snyder, City Attorney
Greg Springman, Public Works Director

Mayor Coleman read the Executive Session announcement.

The Sweet Home City Council will now 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.

The Executive Session is held pursuant to ORS 192.660(2)(h).

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 final action or final decision may be made in Executive Session.

No action was taken during the Executive Session.

Adjournment

The meeting adjourned at 5:10 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL EXECUTIVE SESSION MINUTES

November 13, 2023, 5:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

The meeting convened at 5:30 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

Mayor Coleman read the Executive Session announcement.

The Sweet Home City Council will now meet in Executive Session to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee, or staff member who does not request an open hearing.

The Executive Session is held pursuant to ORS 192.660(2)(i).

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 final action or final decision may be made in Executive Session.

No action was taken during the Executive Session.

Adjournment

The meeting adjourned at 6:17 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL MINUTES

November 13, 2023, 6:30 PM
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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
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

GUESTS

Bill Gross, 6324 Lakepointe Way, Sweet Home, OR 97386
Madison Yock, Alyrica, 526 N 19th Street, Philomath, OR 97370

Consent Agenda:

A motion to approve the Consent Agenda was made by Councilor Richards. Councilor Trask seconded the motion. The motion carried unanimously.

- a) Request for Council Action – Hiring for Janitorial Position

Approval of Minutes:

- a) 2023-10-24 City Council Meeting Minutes

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.

Recognition of Visitors and Hearing of Petitions:

City Manager Young asked the City's new Administrative Services Director, Cecily Hope Pretty, to introduce herself.

Old Business:

- a) Conversion of 10th and 13th Avenues between Main Street and Long Street to One-Way Traffic Only

Director Larsen stated that the sole change from the initial presentation of Resolution 30 during the City Council meeting on October 17, 2023, was to modify both 10th Avenue and 13th Avenue to be southbound rather than 13th Avenue to be northbound. He noted that staff were still working with property owners on a parking plan, but the parking plan did not require City Council approval as part of the resolution.

Councilor Gourley asked that the parking plan be shared with City Council when available. Director Larsen replied that the parking plans would be shared when available and approval authority rested with the City Manager.

Councilor Trask asked of the timeline for implementation of the conversion. Director Larsen replied that construction of an electric vehicle charging station on 10th Avenue was anticipated to begin soon, followed by striping of the streets.

Councilor Sanchez made a motion to approve Resolution 30. The motion was seconded by Councilor Richards. The motion carried by the following vote:

AYES: Coleman, Mahler, Gourley, Sanchez, Thorstad, Trask

NAYS: Richards

New Business:

The action item for Resolution 33 was heard at this time.

- b) Request for Council Action – Approving Resolution 33 to Declare a Continuous Commitment to Water Quality

Bill Gross of 6324 Lakepointe Way, Sweet Home, Oregon, noted his support for Resolution 33 and discussed potential future actions regarding water quality.

City Manager Young provided an overview of current water quality conditions at the City's water treatment plant following the drawdown of Green Peter Reservoir by the U.S. Army Corps of Engineers. She noted that Public Works staff adjusted their schedules to provide 24-hour coverage at the plant when needed and Sweet Home had been producing safe drinking water throughout the drawdown. She presented Resolution 33 and noted collaboration with community partners to explore solutions for the impacts to the environment and to water quality following the drawdown.

City Manager Young provided an overview of the legal history leading to the drawdown of Green Peter Reservoir and reviewed the timeline of the current drawdown. She announced a public information session with the City and the U.S. Army Corps of Engineers to discuss water quality and the drawdown on November 20, 2023

Councilor Sanchez asked when the U.S. Army Corps of Engineers anticipated that the surface water levels of the Green Peter Reservoir would rise. City Manager Young replied that the Corps anticipated that precipitation and snow melt would begin to refill the reservoir after December 15, 2023 following a legally required maintenance period.

Mayor Coleman asked if turbidity would decrease when the reservoir was allowed to refill. City Manager Young replied that turbidity was anticipated to decrease in the short-term but higher levels of turbidity may be possible long-term. Director Springman added that turbidity typically increases with increased rainfall but the levels were unusually high this year and increased turbidity overall may be expected until the spring.

President Pro Tem Mahler made a motion to approve Resolution 33. Councilor Richards seconded the motion. The motion carried unanimously.

The action item regarding Building Board of Adjustment appointments was heard at this time.

a) Appointment of Individuals to the Building Code Board of Appeals

Director Larsen stated that due to an increase in Sweet Home's population to over 10,000 and the City's use of a contracted Building Official, State law required a mechanism allowing for appeals to the Building Official's decisions. He noted that a Building Code Board of Appeals (BOA) was already codified but had not been filled or utilized due to a lack of historical appeals. He stated that the Community and Economic Development Department recently received an appeal which necessitated the revival of the BOA. He reviewed requirements for appointment to the BOA and noted that staff had already identified three individuals willing to serve so that the BOA could begin meeting. He stated that staff would continue to seek qualified applicants and that the Code allowed for flexibility in structure and size of the board.

City Attorney Snyder added that it had been many years since a BOA had convened and previously, it also was comprised of three members.

Councilor Sanchez made a motion to approve the appointments as presented. Councilor Richards seconded the motion. The motion carried unanimously.

c) Request for Council Action – Approving Resolution 32 for Multi-Family Recycling by Sweet Home Sanitation Service

City Manager Young stated that cities with a population over 10,000 were required by the State to offer recycling services for multi-family residences and provide education on the availability of such services. She noted that services were already offered by the City's provider, Sweet Home Sanitation, and that a resolution was required to commemorate said services in accordance with the law.

Councilor Richards made a motion to approve Resolution 32. President Pro Tem Mahler seconded the motion. The motion carried unanimously.

d) Request for Council Action – Utility Assistance Program

City Manager Young stated that the community had requested staff to investigate options for utility assistance for low income families following approved rate increases in 2023. She noted that the City had recently received approximately \$525,000 in refunds through the Emergency Solutions Grant COVID-19 (ESG-CV2) that could be used in part to fund a new utility assistance program. She proposed two options for an initial annual program amount of \$15,000: (1) a maximum of \$10 in bill credits per month, or (2) a maximum of \$5 in bill credits per month. She noted that the formal process had not yet been established but staff would work with City Council to establish the final application and award mechanism.

Councilor Trask asked how many households could potentially take advantage of the program. City Manager Young stated that a program at \$5 per month would likely assist approximately 200 households; a program at \$10 per month would assist approximately 100 households. She noted that a similar grant-based program through the Community Services Consortium typically had 100-200 applicants.

Councilor Sanchez asked if the City's proposed program could be stacked with other assistance programs and if the proposed amounts would cover the average rate increases that were previously approved. City Manager Young replied that residents could utilize multiple relief programs and that the proposed amounts would cover the rate increases, which averaged \$3-5 dollars per month.

Councilor Gourley asked if the program and its funding levels would be reviewed in a future budget or rate change discussion. City Manager Young recommended that it be reviewed sooner, such as during a supplemental budget.

Councilor Trask expressed his preference to assist a greater number of households.

Mayor Coleman asked of the number of active utility accounts in Sweet Home. City Manager Young replied that there were over 3,000 active accounts.

Councilor Sanchez asked of opportunities for those in RV parks to apply if water charges were already included in their space rent. City Manager Young replied that RV parks typically only use one meter so additional investigation would be required.

Councilor Gourley expressed her support for the \$5 amount due its similarity to the average household rate increase.

Councilor Sanchez made a motion to approve the program at \$10 monthly. The motion died on the table due to lack of second.

Councilor Trask made a motion to approve the program at \$5 monthly. President Pro Tem Mahler seconded the motion. The motion passed as follows:

AYES: Coleman, Mahler, Gourley, Sanchez, Thorstad, Trask

NAYS: Richards

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

Second Reading of Ordinance Bills

Third Reading of Ordinance Bills (Roll Call Vote Required)

a) Alyrica Franchise Agreement

Director Larsen stated that the proposed Ordinance contained minor edits since the prior reading based on City Attorney recommendation. He noted that Alyrica agreed to the changes and signed the agreement.

Councilor Trask asked how Alyrica's fiber network would tie into other networks. Director Larsen stated that there were fiber networks already established that could be utilized as connections.

Ordinance 16 was read by title only.

Councilor Richards made a motion to approve Ordinance 16. The motion was seconded by President Pro Tem Mahler. The motion carried unanimously.

Reports of Committees:

Youth Advisory Council

Councilor Sanchez stated that she had met with the Youth Advisory Council (YAC) the previous week and that the members were working on informational pamphlet designs for distribution in local schools.

Reports of City Officials:

City Manager's Report

City Manager Young thanked all who attended the Veterans Day celebration at City Hall and the Veterans Day Parade in Albany. She extended gratitude to the veterans of Sweet Home for their service.

City Manager Young reminded the City Council of the water quality information session on November 20th and stated that questions could be submitted by the public in advance of the meeting.

City Manager Young reported that the City would receive approximately \$500,000 to provide emergency family housing for houseless families and children, with a presentation at a future City Council meeting.

Mayor's Report

Mayor Coleman thanked City Manager Young and Director Springman for coordinating the City's participation in the Veterans Day parade and noted positive feedback in Albany for recent activities in Sweet Home.

Department Director's Reports

Library Services Director

- a) Sweet Home Library Monthly Report October 2023
Director Dazey did not give a verbal report.

Police Chief

- a) PD Monthly Report
President Pro Tem Mahler noted issues with the functionality of speed signs. Chief Ogden replied that staff were aware of the issues and was investigating more sustainable replacements. President Pro Tem Mahler asked of the status of creating a dedicated traffic enforcement position. Chief Ogden replied that the department was close to being fully staffed, at which point an officer could be dedicated to traffic enforcement. He added that the School Resource Officer position would be utilized to enhance traffic enforcement around school zones. City Manager Young added that tickets, citations, and warnings had increased as staffing improved.

President Pro Tem Mahler expressed concern with speeding downtown.

Council Business for Good of the Order

Councilor Sanchez asked of the source of \$500,000 for emergency family housing. City Manager Young replied that it was an award from the Governor.

Councilor Sanchez noted her concern with local water conditions following the drawdown of Green Peter Reservoir. She stated that the U.S. Army Corps of Engineers would host a meeting in Salem on November 14, 2023 to discuss hydroelectric power at various Willamette Valley dams.

Adjournment

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

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Approving Resolution 34 to Declare a Continuous Commitment to Water Quality

Preferred Agenda: November 28, 2023

Submitted By: Kelcey Young, City Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: Resolution 33 Declaring a Continuous Commitment to Water Quality

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

Attachments: Resolution No. 34

Purpose of this RCA:

Determining to approve the Resolution for the City to pursue potential litigation in order to mitigate and alleviate the unintended consequences caused by the injunction from the U.S. District Court of Oregon requiring the U.S. Army Corps of Engineers (USACE) to lower Green Peter Reservoir.

Background/Context:

In 2021, an interim injunction was issued requiring the USACE 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. There have been ongoing negative impacts to water quality, wildlife, the local economy and more since the drawdown began in earnest this fall.

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 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.

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:

Staff will pursue available litigation options and determine the time, cost, and efforts required if there is an option likely to be successful in achieving the City's desired outcomes.

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.

Options:

1. Do Nothing – Do not authorize the resolution.
2. Adopt Resolution No. 34 for 2023 as currently proposed – Adoption of the resolution formalizes the City's commitment to pursuing litigation options in response to the drawdown of the Green Peter Reservoir.
3. Adopt Resolution No. 34 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. 34 FOR 2023
A RESOLUTION TO PURSUE POTENTIAL LITIGATION REGARDING GREEN
PETER RESERVOIR

WHEREAS, the City of Sweet Home is known for its award winning water; and

WHEREAS, a judgment was passed by the United States District Court for the District of Oregon on the U.S. Army Corps of Engineers with the intent of improving fish passage at Green Peter Reservoir; and

WHEREAS, the U.S. Army Corps of Engineers was required to draw down the reservoir beginning in 2023; and

WHEREAS, the drawdown has had unintended consequences which have drastically impacted the ecosystems of Green Peter Reservoir and Foster Lake Reservoir, including the death of a substantial number of fish and other species; and

WHEREAS, the City of Sweet Home is spending increased hours and incurring additional unplanned expenses in order to keep the water within parameters for safe consumption according to the Oregon Health Authority (OHA); and

WHEREAS, the City of Sweet Home has relied upon its natural amenities as a key component of economic and community development; and

WHEREAS, the business community is experiencing revenue loss as a result of the drawdown and anticipates continued losses if the judgment stands; and

WHEREAS, the community and its leaders have expressed deep concern regarding the present situation; and

WHEREAS, the City Council of Sweet Home has already declared a continuous commitment to water quality through the adoption of Resolution No. 33 for 2023; and

WHEREAS, the Mayor, City Council, and City Manager have determined a desire to move forward with potential litigation to cease drawdown operations;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sweet Home:

Section 1. The City of Sweet Home will pursue litigation options to remedy the impacts of the current and any future drawdowns of the Green Peter Reservoir.

Section 2. The City of Sweet Home is open to collaborating with community partners and any other pertinent agencies to explore solutions through the legal system to modify the existing injunction.

Section 3. The City of Sweet Home will continue to explore all avenues to protect and support the local community impacted by the Green Peter Reservoir drawdown.

Section 4. This resolution shall take effect immediately upon passage of the City Council and signature of the Mayor and remains in effect until such time as repealed or amended by resolution.

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

Mayor

ATTEST _____
City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Ordinance Granting Franchise Renewal to Comcast for Cable Service

Preferred Agenda: November 28, 2023

Submitted By: Robert Snyder, City Attorney

Reviewed By: Kelcey Young, City Manager

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

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

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 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 first reading of the proposed Ordinance as presented – If unanimously agreed by those present as a quorum, a second reading, by title only, may take place during the same meeting.
3. Motion to conduct a first reading of the proposed Ordinance with changes – The City Council may make changes to the proposed Ordinance. If unanimously agreed to by those present, a second reading, by title only, may take place during the same meeting.
4. Direct Staff to draft other or different provisions and terms for the agreement.

Recommendation:

Option 2 is the recommended option: Motion to conduct a first reading of the proposed Ordinance as presented.

**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 _____, 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 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 ____ day of ____.

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.

MEMORANDUM



TO: City Council
 Kelcey Young, City Manager
 Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: November 21, 2023

SUBJECT: Community and Economic Development Department Report for October, 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 October 1st to October 30th, 2023.

1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	October, 2023	September, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Residential 1 and 2 Family Dwellings	1	1	11	36	27.4
Residential Demolition	2	1	9	9	8.4
Residential Manufactured Dwellings	0	0	4	2	11.6
Residential Mechanical Permits	8	4	74	100	106
Residential Plumbing	1	4	24	30	29
Residential Site Development	1	0	0	1	0.6
Residential Structural	3	6	30	54	51.8
Commercial Alarm or Suppression Systems	0	0	2	1	3.2
Commercial Demolition	0	0	5	2	3.4
Commercial Mechanical	1	0	9	17	17
Commercial Plumbing	0	0	11	5	9.8
Commercial Site Development	1	0	1	5	2.8
Commercial Structural	3	1	19	33	38.4
Total Permits	21	17	200	295	309.4
Value Estimate of All Permits	\$616,889.00	\$626,255.00	\$8,991,567.94	\$30,928,533.31	\$20,430,248.58
Fees Collected	\$8,437.96	\$11,143.52	\$112,412.75	\$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	October, 2023	September, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Annexations	0	0	0	1	0.4
Code Amendments	0	0	3	1	0.8
Conditional Use	0	1	3	11	8.8
Partition	1	1	4	17	12
Planned Development/ Subdivision	0	0	0	3	1.8
Property Line Adjustments	1	0	3	21	13.4
Vacation	0	0	1	0	0
Variance	0	1	3	3	3.6
Zoning Map Amendment	0	0	2	1	2.2

- 4 Land Use Applications was submitted in October.
- 4 Land Use Applications are pending final approval.
- 8 Fence Permits were issued in October.
- 0 Temporary RV Permits were issued in October.
- 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. Staff and the consultant have begun work on the project.
- The Planning Commission last met on November 16th. The next scheduled meeting is December 7th, 2023.

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.
- 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.

- Staff have negotiated a franchise agreement with Alyrica Networks, Inc., who are planning on providing fiber Internet services in the City. The City Council recently approved this agreement, and staff are beginning to process right-of-way permits for the installation of Alyrica’s equipment.
- 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	October, 2023	September, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
New Complaints-Residents	12	25	221	103	90.3
New Complaints-Officer	0	4	35	71	72.5
Violations Resolved	12	36	113	98	248.6
Complaints Noted with No Violation Found	11	37	101	23	22.8
Open Cases at End of Period	57	68	57	73	22.7
Citations	0	0	23	0	3
Abatements	1	1	6	3	1
Enforcement Type	October, 2023	September, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Animal	5	2	32	29	43
Blight	2	4	15	0	1
Illegal Burn	0	0	2	2	1.8
Illegal Dumping	0	0	0	1	0.6
Illegal Parking	0	1	2	6	9
Illegal Sign	0	0	1	0	2.2
Junk/Abandoned Vehicle	2	4	32	16	10.4
Minimum Housing	0	0	3	0	2.6
Occupying an RV	0	6	41	21	37.8
Open Storage	0	4	48	30	59.8
Other	1	4	28	7	18
Public Nuisance	0	0	13	6	40
Public Right-of-way	2	0	9	0	10.2
Tall Grass & Weeds	0	4	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. Staff are now working to issue a Request for Proposals for engineering design, followed by construction.
- 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.
- Staff is working with ODOT on a pedestrian crossing at 22nd Avenue and Main Street. State Funding has been provided, and the project will be completed at little to no cost to the City. This improvement will be combined with an existing ODOT project to replace ADA ramps at intersections on Main Street. Construction on both the overall ramp replacement project and the pedestrian crossing is underway. The concrete has been completed for the crossing. The flashing beacons were installed in late September but were hit by a car and now need to be replaced. The costs of that replacement will not be borne by the City. The Council has approved an amendment to the IGA with ODOT to cover the pedestrian crossing. Equipment at the crossing was recently replaced, and is now partially 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.