



# CITY OF SWEET HOME CITY COUNCIL AGENDA

November 13, 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.

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## 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: 244 728 278 610

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) [Request for Council Action – Hiring for Janitorial Position](#)
- a) Approval of Minutes:
  - i) [2023-10-24 City Council Meeting Minutes](#)

### IV. Recognition of Visitors and Hearing of Petitions:

### V. Old Business:

- a) [Conversion of 10<sup>th</sup> and 13<sup>th</sup> Avenues between Main Street and Long Street to One-Way Traffic Only](#)

### VI. New Business:

- a) [Appointment of Individuals to the Building Code Board of Appeals](#)
- b) [Request for Council Action – Approving Resolution 32 for Multi-Family Recycling by Sweet Home Sanitation Service](#)
- c) [Request for Council Action – Approving Resolution 33 to Declare a Continuous Commitment to Water Quality](#)
- d) [Request for Council Action – Utility Assistance Program](#)

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

**VII. Ordinance Bills**

- a) Request for Council Action and First Reading of Ordinance Bills
- b) Second Reading of Ordinance Bills
- c) Third Reading of Ordinance Bills (Roll Call Vote Required)
  - i) [Alyrica Franchise Agreement](#)

**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 (1st meeting of the Month)**

Library Services Director

- i) [Sweet Home Library Monthly Report October 2023](#)

Community and Economic Development Director  
Public Works Director

**X. Department Director's Reports (2nd meeting of the Month)**

Finance Director  
Police Chief

- i) [PD Monthly Report](#)

City Attorney

**XI. Council Business for Good of the Order**

**XII Adjournment**



# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Hiring for Janitorial Position

**Preferred Agenda:** November 13, 2023

**Submitted By:** Jason Ogden, Chief of Police

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion  X  Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** N/A

**Towards Council Goal:** Be an effective and efficient government

**Attachments:** N/A

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**Purpose of this RCA:**

The purpose of this RCA is to seek the approval from council to create a part-time janitorial position that will be shared among the Sweet Home Municipal Court, Sweet Home Police Department as well as the Sweet Home Library.

**Background/Context:**

In the pursuit of cost-effective operational solutions, the Municipal Court, Police Department, and Library have collectively recognized the opportunity to optimize the management of janitorial services within their respective facilities. Each of these municipal departments has traditionally maintained their own janitorial services, incurring individual expenses for routine cleaning and minor maintenance.

Upon careful evaluation of the current operational setup, it has been determined that the Sweet Home Police Department and Sweet Home Municipal Court will need to comply with CJIS (Criminal Justice Information System) certification. In order to maintain the certification, we will need to hire someone that can be CJIS certified. It has also been determined that sharing the janitorial services will be more cost effective.

This proposed shift will involve the creation of a shared part-time janitorial position, totaling 15 hours per week, responsible for the maintenance and cleanliness of the facilities across all three departments.

The shared part-time janitorial position not only signifies a commitment to fiscal responsibility but also ensures that the three municipal departments can continue to provide a safe, clean, and welcoming environment for employees, residents, and visitors. This transition represents a proactive and cost-effective solution to address the janitorial needs of the respective departments while maintaining a high standard of facility upkeep.

### **The Challenge/Problem:**

**Maintenance Consistency:** Ensuring consistent and high-quality janitorial services across the departments has been a challenge due to variations in service providers and their approaches. This challenge is particularly pronounced in facilities that require CJIS certification, such as the Police Department and Municipal Court. CJIS certification is essential for maintaining security and confidentiality within these departments.

**Cost Effectiveness:** With the city's commitment to fiscal responsibility, there is always a need to identify opportunities for cost savings. The shared janitorial position addresses this challenge by consolidating services and reducing overall janitorial costs for all departments.

**Resource Allocation:** Efficient allocation of resources, including personnel, time, and cleaning supplies, is essential for maintaining clean and safe public spaces. The challenge lies in finding the optimal balance between budget constraints and facility maintenance needs.

### **Stakeholders:**

- Community – Cleanliness and upkeep of these facilities significantly impact their quality of life and overall well-being.
- Department Staff – There is a need for more cost-effective janitorial services for all three departments.
- City of Sweet Home Police Staff – Council support for hiring a part-time janitor that can be CJIS certified.

### **Issues and Financial Impacts:**

Funds are available in the recently approved operating budget 2023-2024. We do expect some cost savings by consolidating between the three departments.

### **Elements of a Stable Solution:**

A stable solution offers operational efficiency, reduced costs, consistency in maintenance, and enhanced security while ultimately benefiting both the city's finances and satisfaction of staff and community members.

### **Options:**

1. Approve the requested position. This would allow for the Police Department, Municipal Court and Library to share one janitorial position.
2. Deny the request. This would not allow for the departments to share the position.
3. Amend the request. Direct staff to research other ways to accomplish the same goal.

### **RECOMMENDATION:**

Staff recommends option #1. This would allow for the creation of one position that can be shared between all three departments.



# CITY OF SWEET HOME CITY COUNCIL MINUTES

October 24, 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.

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## **Call to Order and Pledge of Allegiance**

The meeting was called to order at 6:37 PM

### **Roll Call**

#### **PRESENT**

Mayor Susan Coleman  
Councilor Angelita Sanchez  
Councilor Lisa Gourley  
Councilor Dave Trask  
Councilor Josh Thorstad  
Councilor Dylan Richards

#### **ABSENT**

President Pro Tem Greg Mahler

#### **STAFF**

Kelcey Young, City Manager  
Blair Larsen, Community and Economic Development Director  
Jason Ogden, Police Chief  
Greg Springman, Public Works Director  
Robert Snyder, City Attorney  
Megan Dazey, Library Director  
Adam Leisinger, Communications Manager  
Matt Brown, Finance Director  
Angela Clegg, Tourism and Economic Development Coordinator

#### **GUESTS**

Madison Yock, Alyrica, 526 N 19th Street, Philomath, OR 97370  
Chase Ballard, Alyrica, 526 N 19th Street, Philomath, OR 97370  
Dave Miller, 1200 10th Avenue, Sweet Home, OR 97386  
Randy Schoonover, 956 Long Street, Sweet Home, OR 97386  
Cathy Burks, 41861 N River Drive, Sweet Home, OR 97386  
Jeff Parker, 1300 1st Avenue, Sweet Home, OR 97386

#### **MEDIA**

Ethan Hoagland, New Era

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*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.*

A motion to excuse President Pro Tem Mahler's absence was made by Councilor Trask, seconded by Councilor Richards.

Voting Yea: Councilor Sanchez, Councilor Gourley, Councilor Trask, Mayor Coleman, Councilor Thorstad, Councilor Richards

**Consent Agenda:**

A motion to approve the consent agenda was made by Councilor Richards, seconded by Councilor Trask.

Voting Yea: Councilor Sanchez, Councilor Gourley, Councilor Trask, Mayor Coleman, Pro Tem Mahler, Councilor Thorstad, Councilor Richards.

Absent: Pro Tem Mahler

Approval of Minutes:

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

**Recognition of Visitors and Hearing of Petitions:**

- a) Swearing in of Officers Mark Birkett and Jayson Sanchez to the Sweet Home Police Department

City Manager Kelcey Young and Police Chief Jason Ogden swore in and welcomed Officers Birkett and Sanchez.

- b) Recognition of Employees-Harvest Festival

City Manager Young recognized Trish Rice for her work with the City.

City Manager Young gave a presentation and recognized staff for their work on the Harvest Festival.

- c) Recognition of Employees-Let's Paint the Town

City Manager Young recognized staff for their work on the Paint the Town project.

**Old Business:**

- a) Request for Council Action - Mahler WRF Interim Improvement Project increased contingency

Public Works Director Greg Springman presented the purposes for the contingency increase.

A motion to approve the Mahler WRF Interim Improvement Project contingency increase was made by Councilor Trask, seconded by Councilor Richards.

Voting Yea: Councilor Sanchez, Councilor Gourley, Councilor Trask, Mayor Coleman, Pro Tem Mahler, Councilor Thorstad, Councilor Richards.

Absent: Pro Tem Mahler

**New Business:**

- a) Telecommunications Franchise Agreement with Alyrica Networks, Inc.

CEDD Director Larsen introduced the Alyrica agreement. Madison Yock of Alyrica, and Chase Ballard of Alyrica, presented the services and fees for customers.

A motion to approve and conduct the first reading of Ordinance Bill No. 16 for 2023 for the Telecommunications Franchise Agreement with Alyrica Networks, Inc. was made by Councilor Trask, seconded by Councilor Sanchez.

Voting Yea: Councilor Sanchez, Councilor Gourley, Councilor Trask, Mayor Coleman, Pro Tem Mahler, Councilor Thorstad, Councilor Richards.

Absent: Pro Tem Mahler

A motion to conduct the second reading by title only was made by Councilor Sanchez, Seconded by Councilor Richards.

Voting Yea: Councilor Sanchez, Councilor Gourley, Councilor Trask, Mayor Coleman, Pro Tem Mahler, Councilor Thorstad, Councilor Richards.

Absent: Pro Tem Mahler

- b) Conversion of 10<sup>th</sup> and 13<sup>th</sup> Avenues between Main Street and Long Street to One-Way Traffic Only

CEDD Director Larsen presented Resolution 30 for 2023 to the City Council. There was discussion between Councilors and staff.

Dave Miller, Randy Schoonover, Kathy Burks, and Jeff Parker gave testimony regarding the change of traffic patterns and parking on 10th and 13th Avenues.

A motion to table Resolution No. 30 for 2023 to November 14, 2023 was made by Councilor Gourley, seconded by Councilor Trask.

Voting Yea: Councilor Gourley, Councilor Trask, Mayor Coleman, Councilor Richards

Voting Nay: Councilor Thorstad, Councilor Sanchez

Absent: Pro Tem Mahler

- c) Request for Council Action – Reviewing and Approving the Contract for OpenGov Services

City Manager Young presented information regarding the OpenGov Services Contract.

A motion to approve the Contract for OpenGov Services was made by Councilor Sanchez, seconded by Councilor Richards.

Voting Yea: Councilor Sanchez, Councilor Gourley, Councilor Trask, Mayor Coleman, Councilor Thorstad, Councilor Richards.

Absent: Pro Tem Mahler

- d) Request for Council Action - Approval to Sign the Lower Sankey Park Phase III Grant Agreement

Tourism and Economic Development Coordinator Clegg discussed the grant agreement.

A motion to approve the City Manager to sign the Lower Sankey Park Phase III Grant Agreement was made by Councilor Sanchez, seconded by Councilor Trask.

Voting Yea: Councilor Sanchez, Councilor Gourley, Councilor Trask, Mayor Coleman, Councilor Thorstad, Councilor Richards.

Absent: Pro Tem Mahler

### **Ordinance Bills**

None

### **Reports of Committees:**

None

### **Reports of City Officials:**

City Manager's Report

City Manager Young gave a report to the Councilors.

Mayor's Report

Mayor Coleman gave a report to the Councilors.

### **Department Director's Reports (1st meeting of the Month)**

Library Services Director

- a) Library Director's Report September 2023

Community and Economic Development Director

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

Public Works Director

None

**Department Director's Reports** (2nd meeting of the Month)

Finance Director

- a) July-September 2023 Quarterly Report

Matt

Police Chief

- a) EnterTextHere

Chief

City Attorney

None

**Council Business for Good of the Order**

Councilor Sanchez discussed the current issues with Green Peter and Foster Reservoirs.

**Adjournment**

The meeting was adjourned at 8:34 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder





# REQUEST FOR COUNCIL ACTION

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**Title:** Conversion of 10<sup>th</sup> and 13<sup>th</sup> Avenues between Main Street and Long Street to One-Way Traffic Only

**Preferred Agenda:** November 13, 2023

**Submitted By:** Blair Larsen, Community & Economic Development Director

**Reviewed By:** Kelcey Young, City Manager

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

**Relevant Code/Policy:** SHMC 10.04.030, 10.08.150

**Towards Council Goal:** Construct Phase 1 of Streetscape Plan, Construct 10<sup>th</sup> Avenue EV Charging Station

**Attachments:** Resolution No. 30 for 2023

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## **Purpose of this RCA:**

The purpose of this RCA is to present a resolution to convert 10<sup>th</sup> and 13<sup>th</sup> Avenues between Main Street and Long Street to one-way traffic only, in accordance with the Downtown Streetscape and Parking Plan.

## **Background/Context:**

In 2021, the City completed a Downtown Streetscape and Parking Plan. The intent of the project was to create a standard plan for landscaping, trees, lighting, signage, street furniture and parking in the downtown core (identified as the Main and Long Street Corridors between 9<sup>th</sup> avenue and 18<sup>th</sup> Avenue). Ultimately, the goal is to make downtown Sweet Home a more appealing place for residents and visitors by beautifying the public right-of-way and making the area more pedestrian friendly. Private businesses and property owners will be able to capitalize on this increase foot traffic by beautifying their own properties and increasing the offered products and services in the area. As part of the project, three public meetings were held on March 25<sup>th</sup>, June 15<sup>th</sup>, and December 14<sup>th</sup> 2021 in order to gather feedback from the public. The final plan was adopted by the City Council on March 22<sup>nd</sup>, 2022.

Later in 2022, the City received an Oregon Clean Fuels Electric Mobility Grant from Pacific Power to construct an electric vehicle charging station on 10<sup>th</sup> Avenue. The design of this charging was made based on the adopted Streetscape Plan and requires that 10<sup>th</sup> Avenue be changed to one-way traffic in order to have sufficient room for the project.

At the October 24<sup>th</sup> Council meeting, the Council heard comments from concerned citizens and discussed changes to the parking and flow of traffic. While the parking design is completely within the authority of the City Manager, the flow of traffic is determined by the Council. Staff is continuing to work with neighboring property owners to solidify a parking design that works for everyone. The Council directive at the meeting was for staff to return this item with one specific change: that both streets be changed to one-way southbound traffic only, rather than one of

them having one-way northbound traffic. Staff have updated the resolution to reflect this directive.

**The Challenge/Problem:**

How does the City accomplish its goal of constructing Phase 1 of the Downtown Streetscape and Parking Plan and constructing an electric vehicle charging station on 10<sup>th</sup> Avenue?

**Stakeholders:**

- Sweet Home Residents – Residents deserve an appealing and walkable downtown area with sufficient parking where they can spend their leisure time and find the services and products they want.
- Downtown Businesses and Property Owners – Downtown Businesses and Property Owners deserve a public right-of-way next to their buildings that properly directs the flow of both vehicle and foot traffic and provides typical downtown amenities that attract visitors and create a pleasant experience for patrons.
- Sweet Home City Council – The City Council has the responsibility of establishing or altering traffic controls within the City.

**Issues and Financial Impacts:**

The cost of this portion of the project is limited to signage, paint, and traffic delineators. The overall cost of changing the traffic flow on these streets is estimated at less than \$5,000

**Elements of a Stable Solution:**

A stable solution includes making the changes to traffic flow necessary to comply with the adopted Downtown Streetscape and Parking Plan and to fulfill City Council goals.

**Options:**

1. Do Nothing – Doing nothing will halt both the Phase 1 of the Downtown Streetscape and Parking Plan and the EV Charging Station project.
2. Adopt Resolution No. 30 for 2023 as proposed – This action will allow City Staff to install the signage and paint that will make the change effective.
3. Adopt Resolution No. 30 for 2023 with Changes – The Council could specify changes to this resolution and direct City Staff to install the signage and paint that will make the change effective.
4. Direct Staff to Research Other Options

**Recommendation:**

Staff recommends option 2: Adopt Resolution No. 30 for 2023 as proposed.

**RESOLUTION NO. 30 FOR 2023**

**A RESOLUTION CHANGING 10<sup>th</sup> AND 13<sup>th</sup> AVENUES BETWEEN MAIN STREET AND LONG STREET TO ONE-WAY TRAFFIC ONLY**

WHEREAS, the City of Sweet Home Downtown Streetscape and Parking Plan was adopted on March 22<sup>nd</sup>, 2022; and

WHEREAS, the Downtown Streetscape and Parking Plan calls for two streets in the Downtown area to be changed to one-way traffic in order to provide more space for on-street parking; and

WHEREAS, Sweet Home Municipal Code 10.04.030 provides that the City Council may, by resolution, establish or alter traffic and parking control;

NOW, THEREFORE, the City of Sweet Home does resolve as follows:

Signage shall be installed to indicate that 10<sup>th</sup> Avenue between Long Street and Main Street and 13<sup>th</sup> Avenue between Long Street and Main Street are designated for one-way southbound traffic only, and shall be in full force and effect upon completion.

This resolution shall become effective immediately upon passage by the City Council and signature of the Mayor.

PASSED by the Council and approved by the Mayor, this 13<sup>th</sup> day of November, 2023.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

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**Title:** Appointment of Individuals to the Building Code Board of Appeals

**Preferred Agenda:** November 13, 2023

**Submitted By:** Blair Larsen, Community & Economic Development Director

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** SHMC §15.01.090, SHMC §15.03.030

**Towards Council Goal:** N/A

**Attachments:**

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**Purpose of this RCA:**

The purpose of this request for Council action is to seek appointment of recommended individuals to the Board of Appeals created by SHMC §15.01.090 APPEALS.

**Background/Context:**

SHMC §15.01.090 APPEALS creates a Board of Appeals to hear and decide any appeals of any orders, decisions, or determinations made by the City's Building Official. The code includes the following provisions:

1. The Board of Appeals shall consist of the Building Official of Linn County or an adjacent county and members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City of Sweet Home. An individual who engages in the business of building design or construction may be a member of the board, but may not hear an appeal of contract building official's discretionary decision concerning a project that involves a business, or competitor of a business, that: a. the individual owns or manages or for which the individual provides services as an employee, agent or contractor; or b. a family member or a member of the individual's householder owns or manages or manages or for which the family member or member of the household provides services as an employee, agent or contractor.
2. The Board of Appeals cannot include a contract building official or an owner, manager, director, officer or employee of a person that performs building inspections.
3. The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure.
4. The Board shall adopt rules of procedure for conducting its business, and render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.

5. The Board of Appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the Board be empowered to waive requirements of this code.

The City has a contract with NW Code Professionals to provide building inspection services, and their employee, Shawn Eaton is our primary building inspector and serves as our Building Official. Under this arrangement, state law and our own code require that we have a Board of Appeals capable of reviewing any challenges to his decisions.

As our Building Official, Mr. Eaton has also delegated certain duties to our Code Compliance Officer. Under this delegation, the Code Compliance Officer can condemn structures as a part of code compliance cleanup efforts, in accordance with SHMC §15.03.030 UNSAFE BUILDINGS. If such a condemnation order is appealed, it falls under the purview of the Board of Appeals.

Staff have been working for some time to identify suitable candidates, and finding qualified individuals for this role is not easy. The Sweet Home Municipal Code does not specify how many people should be appointed to the board. While other cities have five or more members, the City can get started with a smaller number, and then appoint more at a later time.

Staff recommend the following individuals to serve on the City's Board of Appeals:

- Rick Goff, Linn County Building Official
- Brian Vandetta, PE, Udell Engineering and Land Surveying
- Nick Tyler, Fire Chief, Sweet Home Fire & Ambulance District

**The Challenge/Problem:**

How does the City fill positions on the Board of Appeals?

**Stakeholders:**

- Sweet Home Residents and Property Developers – Residents and Property Developers deserve a well-administered building code, with clear requirements and effective methods of appeal.
- Sweet Home City Council – Council members are the voice of the citizens they serve and represent, and are responsible for oversight over appointed officials, such as the Building Official.

**Issues and Financial Impacts:**

No financial impact.

**Elements of a Stable Solution:**

An ideal outcome would be to appoint qualified individuals to the City's Board of Appeals.

**Options:**

1. Do Nothing – Make no appointments to the Board of Appeals. This would cause the City to be out of compliance with State law and its own code.
2. Appoint Rick Goff, Brian Vandetta, and Nick Tyler as members of the Board of Appeals – Appointing these individuals will allow the City to hear appeals of Building Official decisions.
3. Direct Staff to Research other Potential Appointees – Direct staff to research other ways to comply with State Law.

**Recommendation:**

Staff recommends option 2: Motion to appoint the individuals to the Board of Appeals as stated.



# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Approving Resolution 32 for multi-family recycling by Sweet Home Sanitation Service

**Preferred Agenda:** November 13, 2023

**Submitted By:** Robert Snyder, City Attorney

**Reviewed By:** Kelcey Young, City Manager

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

**Relevant Code/Policy:** Sweet Home Ordinance 1117 (Franchise Agreement)

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

**Attachments:** Resolution No. 32

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**Purpose of this RCA:**

Determining to approve the Resolution for passage concerning DEQ requirements for a Resolution stating that its regulations on recycling services and education are being followed concerning multi-family dwelling complexes within cities above a population of 10,000.

**Background/Context:**

When a city exceeds a population of more than 10,000 it must comply with certain DEQ requirements providing for multi-family recycling. DEQ requires a city to place these requirements in written form. Sweet Home Sanitation Service already provides said recycling services at multi-family dwelling complexes. The City will provide residents with educational information about recycling to comply with DEQ regulations as set forth in the proposed Resolution.

**The Challenge/Problem:**

The City of Sweet Home’s population has recently increased to over 10,000 citizens. With this increase come additional requirements from the DEQ related to multi-family unit recycling service and associated education. While Sweet Home Sanitation Service is currently providing the required services to multi-family units, the City of Sweet Home does not currently have written acknowledgment and commitment to educational requirements related to the availability of recycling services for these units.

**Stakeholders:**

- City of Sweet Home Citizens – Citizens of Sweet Home living in multi-family residences will receive increased education regarding recycling opportunities.
- City of Sweet Home Employers – There is no direct impact to employers.

- City of Sweet Home Staff – Staff will be responsible for determining the content, methodology, and frequency of citizen education in accordance with DEQ requirements.
- City of Sweet Home City Council – There is no direct impact to City Council.

**Issues and Financial Impacts:**

Staff will need to determine the cost of providing educational materials to multi-family residents in alignment with the 2023-2034 budget by the deadline of January 1, 2024.

**Elements of a Stable Solution:**

Compliance with the DEQ requirements concerning multi-family recycling will ensure the City is not subject to enforcement actions and penalties.

**Options:**

1. Do Nothing – Do not authorize the resolution providing written acknowledgment of and commitment to DEQ education requirements.
2. Adopt Resolution No. 32 for 2023 as currently proposed – Adoption of the resolution formalizes the City's commitment to providing multi-family recycling education in accordance with DEQ requirements.

**Recommendation:**

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

RESOLUTION NO. 32 FOR 2023

A RESOLUTION TO PROVIDE OPPORTUNITY TO RECYCLE FOR MULTI-FAMILY DWELLING COMPLEXES.

WHEREAS, the City of Sweet Home (Franchisor) through Ordinance 1117 as amended has a franchise agreement for Solid Waste Management including recycling services with Sweet Home Sanitation Services Inc. now known as Sweet Home Sanitation Service and operated by Waste Connection Inc. (Franchisee); and

WHEREAS, Sections 2.4 and 8.2 of the ordinance require the Franchisee to provide the opportunity to recycle consistent with ORS Chapter 459 (renumbered Chapter 459A by the legislature) and regulations promulgated thereunder; and

WHEREAS, the Franchisee is currently providing to multi-family dwelling complexes in the City of Sweet Home the opportunity to recycle in compliance with OAR 340-090-0040(d); and

WHEREAS, the Franchisor in order to comply with said OAR will be providing educational and promotional information directed toward the residents of multi-family dwelling units periodically as necessary to be effective in reaching new residents and reminding existing residents of the opportunity to recycle including the types of materials to be recycled and the method for properly preparing those materials; and

WHEREAS, the above services are required by DEQ, ORS, and the regulations thereof and Sweet Home Ord. 1117 as amended since the City of Sweet Home has attained a population more than 10,000 and this resolution specifically memorializes same.

NOW THEREFORE,

BE IT RESOLVED by the City Council of the City of Sweet Home:

Section 1. The Sweet Home Sanitation Service Inc., Franchisee, is directed to continue to provide recycling for multi-family dwelling complexes in the City of Sweet Home in compliance with OAR 340-090-0040(d).

Section 2. The City of Sweet Home, Franchisor, will on or before January 1, 2024, provide educational and promotional information directed toward the residents of multi-family dwelling units periodically as necessary to be effective in reaching new residents and reminding existing residents of the opportunity to recycle including the types of materials to be recycled and the method for properly preparing those materials.



Section 3. The City Manager is directed to report on the multi-family dwelling complex provisions of this Resolution to the Department of Environmental Quality (DEQ) on behalf of the City.

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

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**Title:** Request for Council Action – Approving Resolution 33 to Declare a Continuous Commitment to Water Quality

**Preferred Agenda:** November 13, 2023

**Submitted By:** Kelcey Young, City Manager

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution  Motion  Roll Call  Other

**Relevant Code/Policy:** Resolution 27 for 2023 Setting Rates for Water Utility Services

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

**Attachments:** Resolution No. 33

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**Purpose of this RCA:**

Determining to approve the Resolution for the City’s Continuous Commitment to Water Quality and to explore all avenues to mitigate and alleviate the unintended consequences caused by the injunction from the U.S. District Court District Court of Oregon requiring the U.S. Army Corps of Engineers (USACE) to lower Green Peter Reservoir.

**Background/Context:**

The City of Sweet Home has historically had award-winning water.

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. This recent drawdown of Green Peter Reservoir has had unintended consequences which have drastically impacted the water quality of Foster Lake and therefore the drinking water for the residents of Sweet Home and neighboring communities.

**The Challenge/Problem:**

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). Additionally, some Sweet Home residents are experiencing discolored water that while still considered safe, is unattractive and concerning.

The unintended consequences have also resulted in muddy water, fish die-off, and a negative economic impact of approximately 10% in lost revenue for many of our local businesses.

Due to the legal requirements of the interim injunction, the USACE is not currently able to modify its drawdown plans and ongoing or escalating impacts are not yet known. These unknowns require City staff to adapt daily and even hourly to changing conditions as the drawdown continues to its required surface elevation.

**Stakeholders:**

- City of Sweet Home Citizens – Citizens of Sweet Home have a right to high quality water.
- City of Sweet Home Employers – Local businesses are seeing negative economic impacts due to the drawdown.
- City of Sweet Home Staff – Staff is spending increased time and money on keeping our water safe and drinkable according to OHA’s parameters.
- 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 need to determine the cost of providing ongoing clean water to the community.

**Elements of a Stable Solution:**

Staff will work with other agencies that have control over the waterways to alleviate the unintended consequences that are negatively impacting our community, as well as remain proactive and transparent in assessing and mitigating water quality concerns.

**Options:**

1. Do Nothing – Do not authorize the resolution.
2. Adopt Resolution No. 33 for 2023 as currently proposed – Adoption of the resolution formalizes the City’s commitment to providing its commitment to our water quality and to explore all avenues to mitigate the impact to our natural amenities and economic viability.

**Recommendation:**

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

RESOLUTION NO. 33 FOR 2023  
A RESOLUTION TO DECLARE CONTINUOUS COMMITMENT TO WATER QUALITY

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

WHEREAS, a judgment was passed on the US Army Corps of Engineers requiring them to lower the level of Green Peter Reservoir; and

WHEREAS, the recent drawdown of Green Peter Reservoir has had unintended consequences which have drastically impacted the water quality of Foster Lake and therefore the drinking water for the residents of Sweet Home; 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, some Sweet Home residents are experiencing discolored water that while still considered safe, is unattractive and concerning; and

WHEREAS, the discoloration in the water is adding to the economic impact on residents as they purchase store-bought water and use extra cleaning agents to get the stains out of their plumbing fixtures; and

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

WHEREAS, the unintended consequences have also resulted in muddy water, fish die-off, and a negative economic impact of approximately 10% in lost revenue for many of our local businesses; and

WHEREAS, the City of Sweet Home values its water quality and its natural amenities, and is willing to go above and beyond to protect them and to lead the way for other communities to do the same; and

WHEREAS, Foster Lake Reservoir and the South Santiam are crown jewels in our community for recreation, tourism, and natural beauty and these bodies of water are central to our economy, beauty, and our tagline of being the Gateway to the Santiam Playground; and

WHEREAS, Sections III and/or IV of our Council's Vision Statement state "WE ASPIRE to provide viable and sustainable infrastructure" and "WE ASPIRE to provide viable and sustainable essential services"

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

Section 1. The City of Sweet Home will continue its commitment to providing safe drinking water to the citizens of Sweet Home.

Section 2. The City of Sweet Home is committed to working with the US Army Corps of Engineers, Linn County Commissioners, representatives from the State of Oregon, and any other pertinent agency to find solutions to the environmental and economic impacts currently facing Sweet Home due to the drawdown of Green Peter Reservoir.

Section 3. The City of Sweet Home will explore all avenues including but not limited to legal action to protect its natural amenities.

Section 4. The City of Sweet Home will explore all avenues to protect and support its local businesses impacted by the Green Peter Reservoir drawdown.

Section 5. The City of Sweet Home will exhort the State of Oregon, the Department of Environmental Quality, and the Governor's office to protect and preserve the water quality of our local waterways.

Section 6. 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

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**Title:** Request for Council Action – Utility Assistance Program

**Preferred Agenda:** November 13, 2023

**Submitted By:** Kelcey Young, City Manager

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** Resolutions 26, 27 & 28 for 2023 setting municipal utility rates (stormwater, water, and sewer)

**Towards Council Goal:** Infrastructure, be an effective and efficient government, rejuvenate essential services

**Attachments:** Draft Utility Assistance Request Form

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**Purpose of this RCA:**

The purpose of this RCA is to establish a program granting utility assistance to Sweet Home residents who qualify as low income according to Linn County HUD thresholds.

**Background/Context:**

The City of Sweet Home approved fee increases for municipal stormwater, water, and sewer services in September of 2023 in response to economic factors and infrastructure needs, including increasing maintenance and repair costs as well as anticipated capital project requirements.

**The Challenge/Problem:**

Nearly 20% of Sweet Home residents are considered to be living in poverty and any rate increases, even minimal, have a financial impact on their households. City staff recognizes the need to mitigate negative financial impacts to residents while acknowledging that utility rates must be such that services can be maintained.

**Stakeholders:**

- Sweet Home Residents – Residents of Sweet Home will be positively impacted by utility assistance if approved.
- Sweet Home Employers – There is no direct impact to commercial businesses.
- Sweet Home City Council – There is no direct impact to City Council.
- Sweet Home City Staff – Staff will be required to absorb the additional workload of review and disbursement of assistance; this can be accomplished with current staffing levels.

**Issues and Financial Impacts:**

With rising costs and capital projects on the horizon, the storm utility service must remain with an appropriate balance of revenue to satisfy the ongoing requirements and maintain a policy-driven appropriate fund balance. However, allowing for a utility assistance program not to exceed a total of \$15,000 annually can be offset in the annual budget, including with recent reimbursements totaling \$525,000 from an Emergency Solutions Grant – Coronavirus Relief Phase 2 (ESG-CV2).

**Elements of a Stable Solution:**

A program that will provide utility assistance to Sweet Home’s most vulnerable residents while preserving the integrity of its municipal utilities will ensure both a healthy fund balance and better economic outcomes for residents. City staff recommends utility assistance of up to \$10.00 monthly per qualifying household, with total assistance not to exceed \$15,000 annually. Future rate adjustments as well as future utility assistance availability will be considered in relation to capital improvement plans, operational needs, and local socioeconomic factors.

**Options:**

1. Do Nothing – Do not implement a utility assistance program.
2. Approve the request as proposed – This will authorize staff to establish the utility assistance program with a maximum award of \$10.00 per month.
3. Approve the request amending the amount – This will authorize staff to establish the utility assistance program with a maximum award of \$5.00 per month.
4. Amend the request – Approve the utility assistance program with specified changes to modify the proposed assistance rates, total program cost, application requirements, or other program elements.
5. Direct Staff to research other options – Direct staff to research other ways to provide assistance.

**Recommendation:**

Staff recommends option 2: Adopt the request as currently proposed – Adoption of the request allows staff to implement the utility assistance program with relief to residents not to exceed a total of \$15,000 annually.



## Utility Assistance Request Form

Submittal Date: \_\_\_\_\_

Applicant Information:

Service Address: \_\_\_\_\_

Account Holder Name(s): \_\_\_\_\_ Account # \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Number of residents in the home: \_\_\_\_\_

Amount per month requested (\$10.00 per month maximum): \$ \_\_\_\_\_

### Applicant Affidavit

- Applicant qualifies as low income using the HUD Linn County low income requirements ([Click here to view 2023 HUD income limits.](#))
- Applicant owns and/or is the authorized account holder of the subject property listed above and is requesting consideration for Utility Assistance according to current City of Sweet Home policy.
- Applicant is requesting consideration for Utility Assistance.
- Customer must request for assistance moving forward, no retroactive assistance will be available.
- If approved, the adjustment to the bill will be for no more than the amount requested (a maximum of \$10.00 per month).
- One application per utility account will be allowed per calendar year starting January 1<sup>st</sup> and will terminate on December 31<sup>st</sup>.
- Applicant hereby acknowledges that they must apply annually with all of their current information.
- Applicant understands and acknowledges that applying does not in any way guarantee that they will be granted the requested assistance.
- Applicant affirms that the information set forth in this Utility Assistance Request Form is true and accurate.

**Applicant must attach a copy of tax returns, pay stubs, HUD voucher, or other documentation to verify that their household's low income status.**

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### For City Sweet Home Use Only:

Date Received: \_\_\_\_\_

Applied to Account (Date): \_\_\_\_\_ Letter sent (Date) \_\_\_\_\_



**CITY OF SWEET HOME, OREGON  
ORDINANCE BILL NO. 16 FOR 2023  
ORDINANCE NO. 1322**

Deleted: 1

An ordinance granting a franchise agreement between the City of Sweet Home, (City) and Alyrica Networks, Inc. (Grantee) and dated this 14th day of November, 2023.

Deleted: \_\_\_\_\_

Deleted: \_\_\_\_\_,

1. **Grant of Franchise.** City grants to Grantee, its successors and assigns, a non-exclusive franchise to construct, operate and maintain telecommunications facilities in, under, and over the surface of the City's Public Rights-of-Way ("Franchise") subject to the terms of this Agreement.

2. **Term.** The initial term of this Franchise shall be for ten years from the effective date of this ordinance, unless terminated sooner as provided in this Agreement. Thereafter, the Agreement shall automatically renew for up to five renewal terms of three years each, unless terminated by either party by giving written notice of its intention to terminate not less than sixty (60) days prior to the end of any renewal term. Every three (3) years, beginning after the adoption of this Franchise, Grantee may present to the City Council a general overview of Grantee's current and future operations within the City. The intent behind this presentation is to keep the Council informed of Grantee's current and future services, development, and infrastructure. Council will contact Grantee to schedule the presentation date and time; Grantee will not be obligated to make any presentation unless contacted by the City Council.

3. **Fee.** In consideration of the rights and privileges granted by this Franchise, the Grantee shall provide the following compensation to City:

3.1 Grantee shall pay annually as a franchise fee to the City an amount equal to seven percent (7%) of Grantee's annual Gross Revenues, as defined in Section 3.4 below, less any exemptions contained in Section 3.5 below, or Three Thousand Dollars (\$3000) per year, whichever is greater. At the end of the initial term, the franchise fee shall be either seven percent (7%) of Grantee's annual Gross Revenues or Three Thousand and Five Hundred Dollars (\$3500), whichever is greater. The initial five years of this Franchise will be considered a build period during which Grantee will be making significant investments installing fiber-to-the-home internet access in the community with relatively little revenue. During this period, in recognition of Grantee's investment in new infrastructure that will benefit the community, Grantee may, in lieu of the Franchise fees (derived from installing fiber-to-the-home internet access services and not to exceed \$3,000 per year) provided in Section 3, above, provide (1) dedicated, non-shared 1000mbit/second internet connection at each of the below listed locations, as they become serviceable by Grantee's facilities:

3.1.1 City Hall: 3225 Main St

3.1.2 Police Department: 1950 Main St

3.1.3 Public Works: 1400 24th Ave

3.1.4 Senior/Community Center: 880 18th Ave

3.1.5 Sweet Home Fire and Ambulance District – Station 21: 1099 Long St

3.1.6 Sweet Home Public Library: 1101 13th Avenue

3.2 Notwithstanding any provision herein to the contrary, at any time during the term of this Franchise, City may elect by way of City Council ordinance or resolution to increase the franchise fee amount imposed on all telecommunications franchisees, as may then be allowed by State law and the Federal Telecommunications Act of 1996, Section 253. City shall provide Grantee written notice of such increase following the adoption of the applicable ordinance or resolution by City. The increase shall be effective sixty (60) days after City has provided Grantee with such notice.

3.3 The parties acknowledge and agree that for any facilities not contemplated under this Agreement, Grantee shall be subject to additional agreements and may be charged added compensation, which shall be memorialized in writing.

3.4 Gross Revenues means any and all compensation in whatever form (grant, subsidy, exchange, or otherwise) received directly or indirectly by Grantee for any Communications Services (as defined below) provided to a customer located within the City, including but not limited to: revenues from customers; any fees related to Grantee's Communications Services; use, access, or attachment charges paid to the Grantee by other Communications Services or carriers, and revenue from the sale or lease of any Grantee Facilities, including wire, cable, facility, pole, duct, conduit or similar transmission equipment. All such revenues remain subject to applicable federal statutes and exceptions including those that may exclude revenues from internet access services. Customers who are served solely via wireless, which is provided using no other wireline connection from Grantee, will not be included in Gross Revenues, wherever located.

3.5 Any residential fiber accounts connecting to new underground fiber lines installed by Grantee after this agreement is in effect shall be exempt from franchise fees due to City for a period of 2 years. Grantee shall report the number, location, date of construction, and remaining exemption period of any such accounts in the report required by paragraph 4.1.

4. **Payment.** Franchise fees will be due and payable quarterly, thirty (30) days after the effective date of this Ordinance. Franchise fee payments not received by the City on or before the due date shall be assessed interest at the rate of one percent (1%) compounded monthly. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.

4.1 The last payment of each calendar year shall be accompanied by a written report to the City, verified by an officer or other authorized representative of Grantee, containing an accurate statement of Grantee's Gross Revenues and the computation basis and method. Such reports shall be in a form satisfactory to the City.

- 4.2 No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall the acceptance of any payment be construed as a release of any claim the City may have for further or additional sums payable.
- 4.3 All amounts paid shall be subject to audit and confirmation by the City, provided that such audit is completed within three years of the date the audited payment is due. If no such audit is conducted within the three-year period, then any claim that the City might have had for additional compensation shall be waived.
- 4.3.1 If Grantee underpaid by 5% or more of the amount due, Grantee shall pay interest on the unpaid amount compounded at the annual rate of three percent (3%) compounded monthly. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.
- 4.3.2 If the Grantee disputes the City's determination of underpayment, Grantee may petition the Linn County Circuit Court for a determination of the amount, if any, owed by Grantee, in accordance with paragraph 11.3.
- 4.4 All Grantee's books, maps, and records directly concerning its calculation of franchise fee payments to the City shall be open for audit by the City, upon no less than seven (7) days' prior written notice, during normal business hours at a mutually agreeable location within 40 miles of the City.
- 4.5 Other than City Right-of-Way Permits, payment of the franchise fee shall not exempt Grantee from the payment of any license fee, permit fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the City or any other taxing authority.

5. **Municipal Code, Charter and General Ordinances Apply.** Unless the context requires otherwise or expressly otherwise defined herein, words and phrases used in this Franchise shall have the same meaning as defined in the City Municipal Code. All applicable provisions of the City Municipal Code are incorporated by reference and made a part of this Franchise, specifically including the City's fee schedule as adopted by the City Council. In the event of any inconsistencies between the terms of this Franchise and the Code, this Franchise shall control. The Charter of the City of Sweet Home, Oregon, and ordinances, resolutions, codes, and regulations of the City now in effect or adopted in the future, are incorporated by reference, and made a part of this Franchise. Nothing in this Franchise shall be deemed to waive the requirements of the various ordinances, resolutions, codes and regulations of the City.

6. **City Regulatory Authority.** In addition to the provisions herein contained, City reserves the right to adopt such additional ordinances, resolutions, codes and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, or exercise any other rights, powers, or duties required or authorized under the

Constitution of the State of Oregon, the laws of Oregon or City ordinances. Specifically, the City reserves the right to:

- 6.1 Construct, install, maintain, remove, relocate, replace, and operate any City facility, Rights-of-Way, or public place.
- 6.2 Do any work that City may find desirable on, over, or under any Rights-of-Way or public place in accordance with all applicable federal, state, or local regulations.
- 6.3 Exercise any power that the City currently holds or may hereafter be authorized or granted by the laws of the State of Oregon or the City Charter or ordinances.
- 6.4 Abate any nuisance or dangerous condition.
- 6.5 In addition to the reservations herein and existing applicable ordinances, adopt such additional regulations for the construction, maintenance, and operation of Grantee's Facilities as the City finds necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to: zoning, land use, historic preservation ordinances, standard specifications, design standards and drawings, other safety or construction standards, and other applicable requirements), or for the protection of City Facilities.

7. **Indemnity.**

- 7.1 Grantee agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property directly by reason of any negligent construction, excavation or any other act done under this Franchise, by or for Grantee, its officers, agents or employees, or by reason of any neglect or omission of Grantee to keep its Facilities in a safe condition, but not to the extent that such casualty or accident is directly caused by negligence or willful misconduct of the City, its officers, agents or employees or any third party. The City shall provide Grantee with prompt notice of any such claim, which Grantee shall defend with counsel of its own choosing. No settlement or compromise of any such claim will be done by the Grantee without the prior written approval of the City. Grantee and its agents, contractors and others shall consult and cooperate with the City while conducting its defense of the City.
- 7.2 Grantee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly, from Grantee's failure to remove, adjust or relocate any of its Facilities in the City Rights-of-Way in a timely manner, when required to do so, unless Grantee's failure arises directly from the City's negligence or willful misconduct.

**8. Construction, Relocation, Removal.**

- 8.1 Subject to the terms of this Franchise and relevant local ordinances and State Building Codes, Grantee may construct, operate and maintain its Facilities. All construction and maintenance of any and all of Grantee's Facilities within City Rights-of-Way shall, regardless of who performs such installation or construction, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits necessary for installation or construction of any such facilities, and for excavation and laying of any facilities within City Rights-of-Way.
- 8.2 At least ten (10) business days prior to beginning construction in any City Rights-of-Way, the parties shall provide each other with a construction schedule, including a digging or trenching schedule, so that the parties may coordinate all Right of Way work and so that they may use any open trenches to repair, move or relocate facilities.
- 8.3 Grantee may make excavations in the City Rights-of-Way, subject to obtaining permits from the City. Prior to doing such work, Grantee must give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining facilities that may be affected by the proposed excavation. Grantee shall, at its own expense, restore any damage or disturbance caused to City property as a result of its operation, construction, or maintenance of its Facilities to the same or better condition of such property immediately prior to such damage or disturbance.
- 8.4 In the event that emergency repairs are necessary for Grantee's facilities in City Rights-of-Way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs and shall apply for appropriate permits the next business day following discovery of the emergency.
- 8.5 Grantee shall comply with the terms and conditions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes").
- 8.6 All construction practices and installation of equipment shall be done in accordance with all applicable sections of the then current version of the National Electric Safety Code, in accordance with good engineering practices and performed by qualified maintenance and construction personnel.
- 8.7 The Grantee shall at all times employ ordinary care and shall use industry accepted methods and devices preventing failures and accidents. To the extent possible, the Grantee shall use utility poles, conduits and other facilities already existing in the City Rights-of-Way.
- 8.8 Whenever any existing utilities are located underground within a public right of way of the City, Grantee shall also locate its facilities underground. Any and all such installation and relocation under this paragraph shall be without expense to the City.
- 8.9 Relocation of Facilities. City shall have the right to require Grantee to change the location of any facilities within the public Rights-of-Way when the public convenience requires such change; and the expense thereof shall be paid by Grantee. If relocation is for the benefit of a private organization the expense of the relocation will be paid by the person or entity

requesting such relocation, and the Grantee may require a cash deposit equal to the estimated cost of the relocation. Should Grantee fail to remove or relocate any such Facilities by the date established by City, the City may affect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. City shall give Grantee reasonable advanced written notice to relocate its facilities prior to the date established by the City as the deadline for relocation. If at any time, in case of fire or other disaster in the Franchise territory, it shall become necessary in the reasonable judgment of City to cut or move any facilities, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by Grantee, at its sole expense. City shall indemnify, protect, and hold Grantee, its officers, employees, and agents harmless against and from all damages, claims, loss, liability, cost, or expense resulting from damage to property, or injury or death, to any third person caused by Grantor's cutting or moving any of the wires, equipment, or other facilities. City shall take reasonable efforts to notify Grantee prior to acting under this subsection.

- 8.10 Upon completion of construction of any new Facilities, Grantee shall promptly furnish City with two (2) sets of "as built" plans showing the exact location and construction details of all of Grantee's Facilities. New plans will be furnished promptly for any additions or modifications. All plans shall be full sized "as built" plans unless mutually agreed to otherwise.
- 8.11 Discontinuance. Whenever Grantee intends to discontinue using any Facilities, Grantee shall submit for City's approval a complete description of the Facilities and the date on which the Grantee intends to discontinue using the Facilities. Grantee may remove the Facilities or request that City permit it to remain in place. City may require the Grantee to remove the Facilities. Grantee shall complete such removal at Grantee's sole cost and expense and in accordance with a schedule set by City. Until such time as Grantee removes the Facilities as directed by City, or until the rights to and responsibility for the Facilities are accepted by another person or entity having authority to construct and maintain such Facilities, Grantee shall be solely responsible for all costs and expenses incurred for all necessary repairs and relocations of the Facilities, as well as street repairs, in the same manner and degree as if the Facilities were in active use, and Grantee shall retain all liability for such Facilities.

9. **Reservation of City Rights.** Nothing in this Franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing, or altering any street or constructing or establishing any other public work or improvement. Grantee's Facilities shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems, or any other Facilities of the City.

10. **Assignment.** Grantee's rights under this Franchise may not be assigned or transferred without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No such consent shall be required for an assignment by Grantee to a corporate affiliate; provided, however, that the Grantee, not more than thirty (30) calendar days following such assignment, provides the City

with written notice of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. A corporate affiliate is defined as a company which owns a share of Grantee, or of which Grantee owns a share.

- 10.1 Grantee and the proposed assignee or transferee shall provide and certify the following information to the City not less than sixty (60) days prior to the proposed date of transfer or assignment:
  - 10.1.1 Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;
  - 10.1.2 All information required of a telecommunications franchise applicant with respect to the proposed transferee or assignee; and
  - 10.1.3 Any other information reasonably required by the City.
- 10.2 No transfer shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to comply with the terms of this Franchise.
- 10.3 Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign the Franchise.
- 10.4 Any transfer or assignment of this Franchise without prior approval of the City under this section shall be void.

**11. Miscellaneous Provisions.**

- 11.1 If any section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, unless the City determines such section, provision, or clause was material to the City's agreement to grant the Franchise to the Grantee.
- 11.2 Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
- 11.3 This Franchise shall be governed by the laws of the State of Oregon. Any litigation between the City and the Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the Linn County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 11.4 Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or (2) sent by overnight or commercial air courier (such as Federal Express), or to such other address as the receiving party shall specify in writing:

If to the City: City of Sweet Home, Oregon  
Attn: City Manager  
3225 Main Street  
Sweet Home OR 97386

If to the Grantee: Alyrica Networks, Inc.  
Attn: General Counsel, Alyrica  
526 North 19th Street  
Philomath, Oregon 97370

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three business days after depositing in the United States mail, or one business day after shipment by commercial air courier (or the first business day thereafter if faxed on a Saturday, Sunday, or legal holiday).

12. **Other Authority Superseded.** Upon effectiveness of this Franchise, any and all authority to operate previously granted to Grantee by the City shall be superseded by this Franchise.

13. **Insurance.**

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

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

13.2 The City shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

13.3 The Grantee shall furnish the City with current certificates of insurance evidencing such coverage upon request.

13.4 The limits of the insurance shall be subject to any changes as to maximum constitutional and statutory limits of liability imposed on municipalities of the State of Oregon during the term of the Franchise.



14. **Counterparts.** This Agreement may be executed by the Parties in one or more counterparts.

15. **Revocation and Termination.** In addition to all other rights which City has pursuant to law or in equity, City reserves the right to revoke, terminate, or cancel this Franchise, and all rights and privileges pertaining thereto, in the event that Grantee violates any material provision of this Franchise. The provisions pertaining to excavation and restoration; provision of City internet services, relocation, compensation, damages, insurance, and transfer are hereby deemed to be material to the performance of this Franchise. Further, revocation may occur upon the following:

- 15.1 Grantee practicing any fraud upon Grantor or any Subscriber, as determined by final court adjudication specifically finding the existence of such fraud.
- 15.2 Grantee becoming insolvent, unable, or unwilling to pay its debts, or is adjudged bankrupt.
- 15.3 Grantee misrepresenting a material fact in the application for or negotiation of, or renegotiation of, or renewal of, this Franchise.

16. **Revocation Procedures.**

- 16.1 City shall provide Grantee with a written notice stating the cause of the revocation or termination and its intent to terminate or revoke the Franchise. City shall allow Grantee a minimum of thirty (30) days after service of the notice in which to correct or begin substantial correction of the violation. If, at the end of the thirty (30) day period, Grantee has not corrected or made substantial progress towards correction of the matter, the Franchise shall, at the option of City, become null and void and Grantee shall thereafter be entitled to none of the privileges or rights herein extended to it under this Franchise. City may at its option, pursue any other and different or additional remedy provided to it by law or in equity.
- 16.2 Grantee shall be provided with an opportunity to be heard at a public hearing before the City Council prior to the termination or revocation of the Franchise. The City Council shall hear any persons interested therein, and shall determine whether or not any failure, refusal, or neglect by Grantee has occurred.
- 16.3 Any revocation of this Franchise shall be by formal action of the City Council by ordinance.
- 16.4 For repeated violations of this Franchise occurring without good cause, City may, and in addition to any other remedies provided herein, assess damages against Grantee for failure to adhere to material provisions of this Franchise. In lieu of revocation as described above, damages of One Hundred Dollars (\$100.00) per day for each material violation may be assessed. The imposition of liquidated damages is subject to the notice, hearing, and timeline requirements as provided in this subsection 15. Grantee shall be liable for full payment of all liquidated damages imposed under this Section.

16.5 Grantee may seek judicial review of any City Council decision to terminate or revoke this Franchise in accordance with paragraph 11.3, above. Upon such judicial review, the court shall try the matter granting any deference due to Grantee under Oregon law. Additionally, upon such judicial review, Grantee may also bring any and all other claims, in law or equity, in tort or contract, relating to or in any way arising out of the City's termination or revocation of this Franchise.

Adopted by the City Council of the City of Sweet Home this 14th day of November, 2023.

Deleted: \_\_\_\_\_  
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Approved:

Attest:

\_\_\_\_\_  
Susan Coleman, Mayor

\_\_\_\_\_  
Kelcey Young, City Manager,  
Ex Officio City Recorder

Accepted: Grantee accepts the Franchise and Ordinance and agrees to be bound by its lawful terms and conditions.

By: \_\_\_\_\_  
Kevin Sullivan, President

Date: \_\_\_\_\_

**CITY OF SWEET HOME, OREGON**  
**ORDINANCE BILL NO. 16 FOR 2023**  
**ORDINANCE NO. 1322**

An ordinance granting a franchise agreement between the City of Sweet Home, (City) and Alyrica Networks, Inc. (Grantee) and dated this 14th day of November, 2023.

1. **Grant of Franchise.** City grants to Grantee, its successors and assigns, a non-exclusive franchise to construct, operate and maintain telecommunications facilities in, under, and over the surface of the City's Public Rights-of-Way ("Franchise") subject to the terms of this Agreement.

2. **Term.** The initial term of this Franchise shall be for ten years from the effective date of this ordinance, unless terminated sooner as provided in this Agreement. Thereafter, the Agreement shall automatically renew for up to five renewal terms of three years each, unless terminated by either party by giving written notice of its intention to terminate not less than sixty (60) days prior to the end of any renewal term. Every three (3) years, beginning after the adoption of this Franchise, Grantee may present to the City Council a general overview of Grantee's current and future operations within the City. The intent behind this presentation is to keep the Council informed of Grantee's current and future services, development, and infrastructure. Council will contact Grantee to schedule the presentation date and time; Grantee will not be obligated to make any presentation unless contacted by the City Council.

3. **Fee.** In consideration of the rights and privileges granted by this Franchise, the Grantee shall provide the following compensation to City:

3.1 Grantee shall pay annually as a franchise fee to the City an amount equal to seven percent (7%) of Grantee's annual Gross Revenues, as defined in Section 3.4 below, less any exemptions contained in Section 3.5 below, or Three Thousand Dollars (\$3000) per year, whichever is greater. At the end of the initial term, the franchise fee shall be either seven percent (7%) of Grantee's annual Gross Revenues or Three Thousand and Five Hundred Dollars (\$3500), whichever is greater. The initial five years of this Franchise will be considered a build period during which Grantee will be making significant investments installing fiber-to-the-home internet access in the community with relatively little revenue. During this period, in recognition of Grantee's investment in new infrastructure that will benefit the community, Grantee may, in lieu of the Franchise fees (derived from installing fiber-to-the-home internet access services and not to exceed \$3,000 per year) provided in Section 3, above, provide (1) dedicated, non-shared 1000mbit/second internet connection at each of the below listed locations, as they become serviceable by Grantee's facilities:

3.1.1 City Hall: 3225 Main St

3.1.2 Police Department: 1950 Main St

- 3.1.3 Public Works: 1400 24th Ave
- 3.1.4 Senior/Community Center: 880 18th Ave
- 3.1.5 Sweet Home Fire and Ambulance District – Station 21: 1099 Long St
- 3.1.6 Sweet Home Public Library: 1101 13th Avenue

3.2 Notwithstanding any provision herein to the contrary, at any time during the term of this Franchise, City may elect by way of City Council ordinance or resolution to increase the franchise fee amount imposed on all telecommunications franchisees, as may then be allowed by State law and the Federal Telecommunications Act of 1996, Section 253. City shall provide Grantee written notice of such increase following the adoption of the applicable ordinance or resolution by City. The increase shall be effective sixty (60) days after City has provided Grantee with such notice.

3.3 The parties acknowledge and agree that for any facilities not contemplated under this Agreement, Grantee shall be subject to additional agreements and may be charged added compensation, which shall be memorialized in writing.

3.4 Gross Revenues means any and all compensation in whatever form (grant, subsidy, exchange, or otherwise) received directly or indirectly by Grantee for any Communications Services (as defined below) provided to a customer located within the City, including but not limited to: revenues from customers; any fees related to Grantee's Communications Services; use, access, or attachment charges paid to the Grantee by other Communications Services or carriers, and revenue from the sale or lease of any Grantee Facilities, including wire, cable, facility, pole, duct, conduit or similar transmission equipment. All such revenues remain subject to applicable federal statutes and exceptions including those that may exclude revenues from internet access services. Customers who are served solely via wireless, which is provided using no other wireline connection from Grantee, will not be included in Gross Revenues, wherever located.

3.5 Any residential fiber accounts connecting to new underground fiber lines installed by Grantee after this agreement is in effect shall be exempt from franchise fees due to City for a period of 2 years. Grantee shall report the number, location, date of construction, and remaining exemption period of any such accounts in the report required by paragraph 4.1.

4. **Payment.** Franchise fees will be due and payable quarterly, thirty (30) days after the effective date of this Ordinance. Franchise fee payments not received by the City on or before the due date shall be assessed interest at the rate of one percent (1%) compounded monthly. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.

4.1 The last payment of each calendar year shall be accompanied by a written report to the City, verified by an officer or other authorized representative of Grantee, containing an accurate statement of Grantee's Gross Revenues and the computation basis and method. Such reports shall be in a form satisfactory to the City.

- 4.2 No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall the acceptance of any payment be construed as a release of any claim the City may have for further or additional sums payable.
- 4.3 All amounts paid shall be subject to audit and confirmation by the City, provided that such audit is completed within three years of the date the audited payment is due. If no such audit is conducted within the three-year period, then any claim that the City might have had for additional compensation shall be waived.
- 4.3.1 If Grantee underpaid by 5% or more of the amount due, Grantee shall pay interest on the unpaid amount compounded at the annual rate of three percent (3%) compounded monthly. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.
- 4.3.2 If the Grantee disputes the City's determination of underpayment, Grantee may petition the Linn County Circuit Court for a determination of the amount, if any, owed by Grantee, in accordance with paragraph 11.3.
- 4.4 All Grantee's books, maps, and records directly concerning its calculation of franchise fee payments to the City shall be open for audit by the City, upon no less than seven (7) days' prior written notice, during normal business hours at a mutually agreeable location within 40 miles of the City.
- 4.5 Other than City Right-of-Way Permits, payment of the franchise fee shall not exempt Grantee from the payment of any license fee, permit fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the City or any other taxing authority.

5. **Municipal Code, Charter and General Ordinances Apply.** Unless the context requires otherwise or expressly otherwise defined herein, words and phrases used in this Franchise shall have the same meaning as defined in the City Municipal Code. All applicable provisions of the City Municipal Code are incorporated by reference and made a part of this Franchise, specifically including the City's fee schedule as adopted by the City Council. In the event of any inconsistencies between the terms of this Franchise and the Code, this Franchise shall control. The Charter of the City of Sweet Home, Oregon, and ordinances, resolutions, codes, and regulations of the City now in effect or adopted in the future, are incorporated by reference, and made a part of this Franchise. Nothing in this Franchise shall be deemed to waive the requirements of the various ordinances, resolutions, codes and regulations of the City.

6. **City Regulatory Authority.** In addition to the provisions herein contained, City reserves the right to adopt such additional ordinances, resolutions, codes and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, or exercise any other rights, powers, or duties required or authorized under the

Constitution of the State of Oregon, the laws of Oregon or City ordinances. Specifically, the City reserves the right to:

- 6.1 Construct, install, maintain, remove, relocate, replace, and operate any City facility, Rights-of-Way, or public place.
- 6.2 Do any work that City may find desirable on, over, or under any Rights-of- Way or public place in accordance with all applicable federal, state, or local regulations.
- 6.3 Exercise any power that the City currently holds or may hereafter be authorized or granted by the laws of the State of Oregon or the City Charter or ordinances.
- 6.4 Abate any nuisance or dangerous condition.
- 6.5 In addition to the reservations herein and existing applicable ordinances, adopt such additional regulations for the construction, maintenance, and operation of Grantee's Facilities as the City finds necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to: zoning, land use, historic preservation ordinances, standard specifications, design standards and drawings, other safety or construction standards, and other applicable requirements), or for the protection of City Facilities.

**7. Indemnity.**

- 7.1 Grantee agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property directly by reason of any negligent construction, excavation or any other act done under this Franchise, by or for Grantee, its officers, agents or employees, or by reason of any neglect or omission of Grantee to keep its Facilities in a safe condition, but not to the extent that such casualty or accident is directly caused by negligence or willful misconduct of the City, its officers, agents or employees or any third party. The City shall provide Grantee with prompt notice of any such claim, which Grantee shall defend with counsel of its own choosing. No settlement or compromise of any such claim will be done by the Grantee without the prior written approval of the City. Grantee and its agents, contractors and others shall consult and cooperate with the City while conducting its defense of the City.
- 7.2 Grantee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly, from Grantee's failure to remove, adjust or relocate any of its Facilities in the City Rights-of-Way in a timely manner, when required to do so, unless Grantee's failure arises directly from the City's negligence or willful misconduct.

**8. Construction, Relocation, Removal.**

- 8.1 Subject to the terms of this Franchise and relevant local ordinances and State Building Codes, Grantee may construct, operate and maintain its Facilities. All construction and maintenance of any and all of Grantee's Facilities within City Rights-of-Way shall, regardless of who performs such installation or construction, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits necessary for installation or construction of any such facilities, and for excavation and laying of any facilities within City Rights-of-Way.
- 8.2 At least ten (10) business days prior to beginning construction in any City Rights-of-Way, the parties shall provide each other with a construction schedule, including a digging or trenching schedule, so that the parties may coordinate all Right of Way work and so that they may use any open trenches to repair, move or relocate facilities.
- 8.3 Grantee may make excavations in the City Rights-of-Way, subject to obtaining permits from the City. Prior to doing such work, Grantee must give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining facilities that may be affected by the proposed excavation. Grantee shall, at its own expense, restore any damage or disturbance caused to City property as a result of its operation, construction, or maintenance of its Facilities to the same or better condition of such property immediately prior to such damage or disturbance.
- 8.4 In the event that emergency repairs are necessary for Grantee's facilities in City Rights-of-Way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs and shall apply for appropriate permits the next business day following discovery of the emergency.
- 8.5 Grantee shall comply with the terms and conditions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes").
- 8.6 All construction practices and installation of equipment shall be done in accordance with all applicable sections of the then current version of the National Electric Safety Code, in accordance with good engineering practices and performed by qualified maintenance and construction personnel.
- 8.7 The Grantee shall at all times employ ordinary care and shall use industry accepted methods and devices preventing failures and accidents. To the extent possible, the Grantee shall use utility poles, conduits and other facilities already existing in the City Rights-of-Way.
- 8.8 Whenever any existing utilities are located underground within a public right of way of the City, Grantee shall also locate its facilities underground. Any and all such installation and relocation under this paragraph shall be without expense to the City.
- 8.9 Relocation of Facilities. City shall have the right to require Grantee to change the location of any facilities within the public Rights-of-Way when the public convenience requires such change; and the expense thereof shall be paid by Grantee. If relocation is for the benefit of a private organization the expense of the relocation will be paid by the person or entity

requesting such relocation, and the Grantee may require a cash deposit equal to the estimated cost of the relocation. Should Grantee fail to remove or relocate any such Facilities by the date established by City, the City may affect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. City shall give Grantee reasonable advanced written notice to relocate its facilities prior to the date established by the City as the deadline for relocation. If at any time, in case of fire or other disaster in the Franchise territory, it shall become necessary in the reasonable judgment of City to cut or move any facilities, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by Grantee, at its sole expense. City shall indemnify, protect, and hold Grantee, its officers, employees, and agents harmless against and from all damages, claims, loss, liability, cost, or expense resulting from damage to property, or injury or death, to any third person caused by Grantor's cutting or moving any of the wires, equipment, or other facilities. City shall take reasonable efforts to notify Grantee prior to acting under this subsection.

8.10 Upon completion of construction of any new Facilities, Grantee shall promptly furnish City with two (2) sets of "as built" plans showing the exact location and construction details of all of Grantee's Facilities. New plans will be furnished promptly for any additions or modifications. All plans shall be full sized "as built" plans unless mutually agreed to otherwise.

8.11 Discontinuance. Whenever Grantee intends to discontinue using any Facilities, Grantee shall submit for City's approval a complete description of the Facilities and the date on which the Grantee intends to discontinue using the Facilities. Grantee may remove the Facilities or request that City permit it to remain in place. City may require the Grantee to remove the Facilities. Grantee shall complete such removal at Grantee's sole cost and expense and in accordance with a schedule set by City. Until such time as Grantee removes the Facilities as directed by City, or until the rights to and responsibility for the Facilities are accepted by another person or entity having authority to construct and maintain such Facilities, Grantee shall be solely responsible for all costs and expenses incurred for all necessary repairs and relocations of the Facilities, as well as street repairs, in the same manner and degree as if the Facilities were in active use, and Grantee shall retain all liability for such Facilities.

9. **Reservation of City Rights.** Nothing in this Franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing, or altering any street or constructing or establishing any other public work or improvement. Grantee's Facilities shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems, or any other Facilities of the City.

10. **Assignment.** Grantee's rights under this Franchise may not be assigned or transferred without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No such consent shall be required for an assignment by Grantee to a corporate affiliate; provided, however, that the Grantee, not more than thirty (30) calendar days following such assignment, provides the City



with written notice of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. A corporate affiliate is defined as a company which owns a share of Grantee, or of which Grantee owns a share.

- 10.1 Grantee and the proposed assignee or transferee shall provide and certify the following information to the City not less than sixty (60) days prior to the proposed date of transfer or assignment:
  - 10.1.1 Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;
  - 10.1.2 All information required of a telecommunications franchise applicant with respect to the proposed transferee or assignee; and
  - 10.1.3 Any other information reasonably required by the City.
- 10.2 No transfer shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to comply with the terms of this Franchise.
- 10.3 Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign the Franchise.
- 10.4 Any transfer or assignment of this Franchise without prior approval of the City under this section shall be void.

## 11. **Miscellaneous Provisions.**

- 11.1 If any section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, unless the City determines such section, provision, or clause was material to the City's agreement to grant the Franchise to the Grantee.
- 11.2 Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
- 11.3 This Franchise shall be governed by the laws of the State of Oregon. Any litigation between the City and the Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the Linn County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 11.4 Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or (2) sent by overnight or commercial air courier (such as Federal Express), or to such other address as the receiving party shall specify in writing:

If to the City: City of Sweet Home, Oregon  
Attn: City Manager  
3225 Main Street  
Sweet Home OR 97386

If to the Grantee: Alyrica Networks, Inc.  
Attn: General Counsel, Alyrica  
526 North 19th Street  
Philomath, Oregon 97370

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three business days after depositing in the United States mail, or one business day after shipment by commercial air courier (or the first business day thereafter if faxed on a Saturday, Sunday, or legal holiday).

12. **Other Authority Superseded.** Upon effectiveness of this Franchise, any and all authority to operate previously granted to Grantee by the City shall be superseded by this Franchise.

13. **Insurance.**

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

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

13.2 The City shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

13.3 The Grantee shall furnish the City with current certificates of insurance evidencing such coverage upon request.

13.4 The limits of the insurance shall be subject to any changes as to maximum constitutional and statutory limits of liability imposed on municipalities of the State of Oregon during the term of the Franchise.

14. **Counterparts.** This Agreement may be executed by the Parties in one or more counterparts.

15. **Revocation and Termination.** In addition to all other rights which City has pursuant to law or in equity, City reserves the right to revoke, terminate, or cancel this Franchise, and all rights and privileges pertaining thereto, in the event that Grantee violates any material provision of this Franchise. The provisions pertaining to excavation and restoration; provision of City internet services, relocation, compensation, damages, insurance, and transfer are hereby deemed to be material to the performance of this Franchise. Further, revocation may occur upon the following:

15.1 Grantee practicing any fraud upon Grantor or any Subscriber, as determined by final court adjudication specifically finding the existence of such fraud.

15.2 Grantee becoming insolvent, unable, or unwilling to pay its debts, or is adjudged bankrupt.

15.3 Grantee misrepresenting a material fact in the application for or negotiation of, or renegotiation of, or renewal of, this Franchise.

16. **Revocation Procedures.**

16.1 City shall provide Grantee with a written notice stating the cause of the revocation or termination and its intent to terminate or revoke the Franchise. City shall allow Grantee a minimum of thirty (30) days after service of the notice in which to correct or begin substantial correction of the violation. If, at the end of the thirty (30) day period, Grantee has not corrected or made substantial progress towards correction of the matter, the Franchise shall, at the option of City, become null and void and Grantee shall thereafter be entitled to none of the privileges or rights herein extended to it under this Franchise. City may at its option, pursue any other and different or additional remedy provided to it by law or in equity.

16.2 Grantee shall be provided with an opportunity to be heard at a public hearing before the City Council prior to the termination or revocation of the Franchise. The City Council shall hear any persons interested therein, and shall determine whether or not any failure, refusal, or neglect by Grantee has occurred.

16.3 Any revocation of this Franchise shall be by formal action of the City Council by ordinance.

16.4 For repeated violations of this Franchise occurring without good cause, City may, and in addition to any other remedies provided herein, assess damages against Grantee for failure to adhere to material provisions of this Franchise. In lieu of revocation as described above, damages of One Hundred Dollars (\$100.00) per day for each material violation may be assessed. The imposition of liquidated damages is subject to the notice, hearing, and timeline requirements as provided in this subsection 15. Grantee shall be liable for full payment of all liquidated damages imposed under this Section.

16.5 Grantee may seek judicial review of any City Council decision to terminate or revoke this Franchise in accordance with paragraph 11.3, above. Upon such judicial review, the court shall try the matter granting any deference due to Grantee under Oregon law. Additionally, upon such judicial review, Grantee may also bring any and all other claims, in law or equity, in tort or contract, relating to or in any way arising out of the City's termination or revocation of this Franchise.

Adopted by the City Council of the City of Sweet Home this 14th day of November, 2023.

Approved:

Attest:

\_\_\_\_\_  
Susan Coleman, Mayor

\_\_\_\_\_  
Kelcey Young, City Manager,  
Ex Officio City Recorder

Accepted: Grantee accepts the Franchise and Ordinance and agrees to be bound by its lawful terms and conditions.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Kevin Sullivan, President



**City of Sweet Home**  
 Sweet Home Public Library  
 1101 13<sup>th</sup> Avenue  
 Sweet Home, OR 97386  
 541-367-5007

## Sweet Home Public Library

### Statistics

October 2023	This month October 2023	Last month September 2023	Year to date 2023	Previous year 2022
<b>Patron Activity</b>				
Door Count	2727	2982	26133	30342
Program participants (all ages)	196	117	1804	589
Total programs(all ages)	12	13	115	41
<b>Circulation and Renewals</b>				
Checkouts & renewals	5167	5109	50563	52702
E-audio & E-book checkouts	635	595	5648	5692
Total items checked out	5802	5704	56211	58394
<b>Public Computers</b>				
Logins	207	206	2221	2497
<b>Resource Sharing Savings</b>				
Cost savings	4546.70	5561.57	50059.48	35892.88
Items borrowed by consortium libraries	371	343	34963	2949
Items borrowed from consortium libraries	299	355	3216	2873
<b>Volunteer Hours</b>				
Hours worked by volunteers	51.75	42.5	584.25	528
<b>New Library Patrons</b>				
New patron cards issued	69	36	553	606

**Events this month:** Storytime continues to grow. We are starting to add more teen events starting in Nov./Dec and forward.

Harvest Festival was tons of fun with hundred of people stopping by our booth and playing games, the numbers for this event are not recorded in our program stats.

**Building updates:** As of October 13 we have added more open hours on Fridays and Saturdays. New library assistants started at the beginning of the month which has made this update possible. Our new bike rack was installed.

**Items of note:** Our programming Librarian has only been here for 2 months, but we are seeing an increase in program participation and the number of programs we are able to offer. Many more events/programs are in the works and we are excited about offering more the residents of Sweet Home. New items are coming to our Teen space, 100% funded by the Friends of the Library!

OCTOBER 2023 COUNCIL REPORT-CALLS FOR SERVICE

CALLS FOR SERVICE	Oct-23	Oct-22	2023 TO DATE	2022 TO DATE	YEAR TO DATE CHANGE
<b>PERSON CRIMES</b> (Homicide, Assault, Harassment, Sex Crimes, Menacing, Reckless Endanger, Kidnap, Domestic Violence, Elder & Child Abuse, etc)	29	21	210	163	22.38%
<b>PROPERTY CRIMES</b> (Arson, Burglary, Theft, Criminal Mischief, Motor Vehicle Theft, Robbery, Unlawful Entry into Motor Vehicle, Reckless Burning, etc)	59	77	565	557	1.42%
<b>SOCIETY CRIMES</b> (Drive Under Influence of Intoxicants, Disorderly Conduct, Resisting Arrest, Criminal Trespass, Escape, Runaway, Drug Offenses, Weapon Offenses, etc)	26	31	255	251	1.57%
<b>OREGON SPECIFIC CRIMES</b> (Protective Custodies, Traffic Crimes other than DUII, Warrant Arrests)	49	57	572	541	5.42%
<b>TOTAL CRIMES REPORTED</b>	163	186	1602	1512	5.62%
<b>TOTAL CRIMES CLEARED</b>	79	117	993	1069	-7.11%
<b>NON CRIMINAL CALLS FOR SERVICE</b> (Abandoned Vehicles, Agency Assists, 911 hangups, Alarm Calls, Ambulance Assist, Animal Calls, Death Investigations, Disturbances, Domestic Disputes, Juvenile, Motor Vehicle Crashes, Public Assists, Suspicious Activity, Traffic, Trespass Warnings, etc)	623	763	7225	6786	6.08%
<b>TOTAL CALLS FOR SERVICE</b>	786	949	8827	8298	5.99%
<b>TOTAL INCIDENT NUMBERS ISSUED</b>	763	888	8283	7766	6.24%
<b>TOTAL CAD NUMBERS ISSUED</b>	1391	1662	15667	14173	9.54%

ARRESTS	Oct-23	Oct-22	2023 TO DATE	2022 TO DATE	YEAR TO DATE CHANGE
<b>TOTAL PERSONS ARRESTED</b>	51	61	657	614	6.54%
<b>TOTAL ADULTS ARRESTED</b>	45	56	620	557	10.16%
<b>TOTAL JUVENILES ARRESTED</b>	6	5	37	57	-35.09%
<b>TOTAL CHARGES</b>	88	117	1263	1143	9.50%
<b>TOTAL ADULT CHARGES</b>	81	112	1218	1070	12.15%
<b>TOTAL JUVENILE CHARGES</b>	7	5	45	73	-38.36%

October 2023 Council Report-Traffic

<b>CITATIONS ISSUED</b>	<b>Oct-23</b>	<b>Oct-22</b>	<b>2023 TO DATE</b>	<b>2022 TO DATE</b>	<b>YEAR TO DATE CHANGE</b>
<b>Chapter 803 Vehicle Title and Registration</b> (Fail to Register Vehicle, Fail to Renew Registration, Altered Plate, Switched Plates, Fail to Display Plate, etc.)	1	0	15	5	66.67%
<b>Chapter 806 Financial Responsibility Law</b> (Driving Uninsured, Fail to Carry Proof of Insurance, False Info Regarding Liability Insurance, etc.)	9	8	98	72	26.53%
<b>Chapter 807 Driving Privileges, Licenses and Permits</b> (No Operator License, Fail to Carry and Present License, Fail to Change Name and/or Address on Operator License, etc.)	3	6	32	18	43.75%
<b>Chapter 811 Rules of the Road for Drivers</b> (Speeding, DWS, Reckless Driving, Careless Driving, Hit and Run, Fail to Obey Traffic Control Device, Follow too Close, Illegal Parking, Fail to Yield to Pedestrian, Fail to Wear Seatbelt, etc.)	19	13	207	137	33.82%
<b>Chapter 813 Driving Under Influence of Intoxicants</b> (Drive Under Influence of Intoxicants, Refuse the Breath Test, etc.)	1	2	18	17	5.56%
<b>Chapter 814 Pedestrians; Passengers; Livestock; Motorized Wheelchairs; Motorcycles; Bicycles</b> (Improper Use of Lanes, No Motorcycle Helmet, Bicyclist failing to Signal, etc)	0	0	0	0	0.00%
<b>Chapter 815 Vehicle Equipment Generally</b> (Improper Fenders or Mud Guards, Unreasonable Noise, Obstructed Vehicle Windows, etc.)	0	0	0	0	0.00%
<b>Chapter 816 Vehicle Equipment</b> (Operate Without Lighting Equipment, Operate Without Tail Lights, etc)	0	0	0	1	0.00%
<b>Chapter 818 -821</b> (Vehicle limits, abandoned vehicle, special provisions, off road vehicles)	0	0	0	0	0.00%
<b>TOTAL CITATIONS ISSUED</b>	33	29	370	250	32.43%
<b>TOTAL PERSONS CITED</b>	19	12	234	156	33.33%
<b>TOTAL WARNINGS ISSUED</b>	67	115	1110	689	37.93%
<b>TOTAL TRAFFIC STOPS</b>	86	133	1352	837	38.09%

<b>MOTOR VEHICLE CRASHES</b>	<b>Oct-23</b>	<b>Oct-22</b>	<b>2023 TO DATE</b>	<b>2022 TO DATE</b>	<b>YEAR TO DATE CHANGE</b>
MVC-FATAL	0	0	0	0	0.00%
MVC-INJURY	2	1	25	15	40.00%
MVC-NON INJURY	6	10	71	73	-2.82%
HIT & RUN VEHICLE INJURY	0	0	3	0	100.00%
HIT & RUN PROPERTY	11	2	61	30	50.82%
<b>TOTAL CRASHES</b>	19	13	160	118	26.25%

<b>CRASHES INVOLVING DUII ARREST</b>	0	0	24	24	0.00%
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