

Dunes City Council ~ Regular Session

February 19, 2025 ~ 6:00 pm

The meeting will adjourn not later than 9:00 pm. If agenda items are not completed, they will be addressed at the next scheduled meeting.



**AGENDA**

- 1. **Call to Order**..... Mayor Ed McGuire
- 2. **Roll Call** ..... City Administrator
- 3. **Pledge of Allegiance to the Flag**..... Mayor Ed McGuire
- 4. **Consideration of the Agenda**..... **Action Item**
- 5. **Consideration of the Consent Agenda**..... **Action Item**

All items listed here are considered to be routine by the Dunes City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered.

- A. Minutes of the January 22, 2025 City Council Regular Session
- B. Minutes of the February 5, 2025 City Council Work Session
- C. Bills of the Session from January 10, 2025 to February 10, 2025
- D. Receipts of the Session from January 10, 2025 to February 10, 2025
- E. Profit and Loss by Class from January 10, 2025 to February 10, 2025

**6. Announcements / Correspondence**

- A. OGEC Filing starting March 15
- B. Ethics Training 6/25/2025 in morning

**7. Citizen Input on Items Not Discussed in Agenda**

The public comment period is an essential part of local government meetings. Each person has **three** minutes to speak. Our governing body takes the input into consideration. However, in observance of Oregon open meeting laws, this isn't the time for dialogue, but rather a time for us to **listen** to you. Our City Administrator is taking notes of action, as needed.

**8. Reports**

- A. Mayor Report ..... Mayor Ed McGuire
- B. Permit Report..... Pam Palmer

**9. Public Hearing**

- A. Charter Communications Franchise Agreement..... **Discussion/Action Item**

**10. New Business**

- A. Appoint Budget Committee Members..... **Discussion/Action Item**

**11. Old Business**

A. Chapter 91 ..... Discussion/Action Item

**12. Executive Session – None**

**13. For the Good of the Order**

**14. Adjournment**



**DUNES CITY, OREGON  
CITY COUNCIL  
MEETING MINUTES**

SPECIAL SESSION  
January 22, 2025  
CITY HALL

- Call to Order** The meeting was called to order at 6:00 pm by Mayor Ed McGuire.
- Pledge of Allegiance to the Flag** Mayor Ed McGuire led the meeting in the Pledge of Allegiance.
- Roll Call** Mayor Ed McGuire stated that all Councilors were present except Council President Susan Snow who was excused. Also present were other various citizens.
- Agenda** Mayor Ed McGuire asked if there were any amendments or corrections to the Agenda.  
There were none.  
MOTION MADE BY: Councilor Richard Olson  
MOTION: To approve the agenda for the January 22, 2025 Special Session Agenda.  
SECONDED: Councilor Melissa Stinson  
IN FAVOR: Unanimous  
OPPOSED: None  
Motion Passed
- Consent Agenda** Mayor Ed McGuire asked if there were any changes or corrections to the Consent Agenda.  
There were none.  
MOTION MADE BY: Councilor Melissa Stinson  
MOTION: To approve the consent agenda.  
SECONDED: Councilor Chris Clemons  
IN FAVOR: Unanimous  
OPPOSED: None  
Motion Passed
- Announcements/Correspondence** City Administrator Lila stated that the City of Depoe Bay is holding an Emergency Power Solutions Rally on January 25, 2025 from 11 am to 3 pm and a potluck dinner at 6 pm. It is open to anyone.

City Administrator Lila Timmons stated that Dunes City was having their Game Day on January 25, 2025 from 1-4 pm. She also mentioned that the City is working on putting together a Shred Day for all Dunes City residents for the end of February.

**Citizen Input**

Jeanne Jackson welcomed the new members to the City Council. She also expressed concern about a lack of communication and a lack of transparency for the City.

**Reports**

**Mayors Report**

Mayor Ed McGuire spoke about the FEMA Ordinance that was tabled by the City.

**Permit Report**

Mayor Ed McGuire asked if there were any questions regarding the permit report. Mayor Ed McGuire asked Pamela Palmer, the Permit Administrator, if the Short-Term Rental Permits have been increased to 30. Pamela Palmer confirmed that there were 30 Short-Term Rental Permits for the City.

**New Business**

**Dunes City Shared Water Right**

Water Master Susan Douthit spoke about the Dunes City Shared Water Right and took questions from the City Council and audience.

**Appeal Hearing**

**City v. Jack Thomas Claycomb**

Tom Claycomb did not appear for the hearing so the fine that the City Council imposed on August 21, 2024 remains unchanged.

**Old Business**

**Dunes City Water Right Update**

Mayor Ed McGuire stated that there had been meetings between himself, City Administrator Lila Timmons recently with the City's water right attorney and consultant, ODFW, and the Water Master.

**Executive Session**

None

**For the Good of the Order**

Councilor Melissa Stinson asked if there was any commercial property in Dunes City that would be suitable for food trucks. Councilor Larry Farnsworth recognized Officer Alexander who was able to attend the meeting. He also stated that he felt that the road maintenance done on Cloud Nine looked great. Mayor Ed McGuire presented the new polo shirt that will be provided for Councilors and staff for City business and events.

**Adjournment**

MOTION MADE BY: Councilor Larry Farnsworth

MOTION: To adjourn.  
SECONDED: Councilor Chris Clemons  
IN FAVOR: Unanimous  
OPPOSED: None  
Motion Passed  
Meeting adjourned at 7:40 pm

**APPROVED BY THE DUNES CITY COUNCIL ON THE 5th DAY OF FEBRUARY, 2025.**

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**Ed McGuire, Mayor**

**ATTEST:**

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**Lila Timmons, City Administrator**



**DUNES CITY, OREGON  
CITY COUNCIL  
MEETING MINUTES**

**REGULAR MEETING  
February 5, 2025  
CITY HALL**

**Call to Order**

The meeting was called to order at 6:01 pm by Mayor Ed McGuire.

**Roll Call**

Mayor Ed McGuire stated that all Councilors were present. Councilor Larry Farnsworth was online virtually.

**Pledge of Allegiance to the Flag**

Mayor Ed McGuire led the meeting in the Pledge of Allegiance.

**Agenda**

Mayor Ed McGuire asked if there were any amendments or corrections to the Agenda.

**MOTION MADE BY:** Council President Susan Snow

**MOTION:** To approve the agenda for the February 5, 2025 Regular Session Agenda.

**SECONDED:** Councilor Chris Clemons

**IN FAVOR:** Unanimous

**OPPOSED:** None

**Motion Passed**

**Announcements/Correspondence**

Mayor Ed McGuire stated that City Administrator Lila Timmons was absent to the meeting due to an all-day training and that he had all of the Announcements and Correspondence.

**A. Events**

First event of the year was a Game Day on January 25<sup>th</sup>.

Dunes City will be having a Shred Day as soon as it can get scheduled with the vendor.

**B. New Dunes City Sign**

Mayor Ed McGuire stated that a new sign is at the corner of Highway 101 and Pacific.

**C. Charter Communications Franchise Agreement Renewal**

Mayor Ed McGuire stated that the City Attorney has recommended a public hearing for the Charter Communications Franchise Agreement Renewal. It will be held at the next meeting.

**D. Adopt-A-Highway**

Mayor Ed McGuire asked if the Council wanted to apply.

E. Estate Planning

Mayor Ed McGuire stated that the April event will be Estate Planning.

F. ODART will have a practice flight on June 14, 2025.

**Citizen Input**

Richard Snow states that Lane County already has nuisance codes so that should be checked first. He further stated he did not want the City to become an HOA.

Jeanne Jackson thanked the City for the new sign.

Ricky Watts welcomed Duke Wells to the Council.

**Old Business**

A. Updated Council Rules of Procedure

Mayor Ed McGuire asked if there were any changes or questions about the Council Rules of Procedure or the City Council Norms. Council President Susan Snow asked about the procedure for a Councilor to get acknowledged.

MOTION MADE BY: Councilor Larry Farnsworth

MOTION: To adopt the updated Council Rules of Procedure.

SECONDED: Councilor Richard Olson

IN FAVOR: Unanimous

OPPOSED: None

Motion Passed

B. City Council Norms

Mayor Ed McGuire suggested to take out the line that the Councilors will address each other using titles during council meetings.

Councilor Melissa Stinson suggested removing the line that states in public, staff will use titles when speaking to the council and council will use first names for staff. All agreed.

MOTION MADE BY: Council President Susan Snow

MOTION: To adopt the City Council Norms with two bullet points stricken.

SECONDED: Councilor Melissa Olson

IN FAVOR: Unanimous

OPPOSED: None

Motion Passed

**New Business**

A. Approve Budget Calendar

MOTION MADE BY: Council President Susan Snow

MOTION: To approve the Budget Calendar

SECONDED: Councilor Chris Clemons

IN FAVOR: Unanimous

OPPOSED: None

Motion Passed

B. Appoint Budget Officer

MOTION MADE BY: Councilor Melissa Stinson

MOTION: To appoint Lila Timmons as the Budget Officer

SECONDED: Council President Susan Snow

IN FAVOR: Unanimous  
OPPOSED: None  
Motion Passed

**Work Session**

**Chapter 91**

Councilor Melissa Stinson stated that she liked the example's definitions and the way the Ordinance was laid out as compared to what the City has currently.

Mayor Ed McGuire stated that he suggested to add the Abatement section from the example to the City's Ordinance. After much discussion, the Council decided that the Councilors will review the Nuisance Ordinance and have their changes for staff at the February 19, 2025 meeting.

**For the Good of the Order**

Councilor Richard Olson mentioned that he had an inspection of his septic recently and the report stated that the septic company is saying the septic needed to be pumped before it is actually needed according to the table from OSU.

Councilor Duke Wells mentioned that the Planning Commission should be visually recorded and not just audio. Mayor McGuire stated that it will be and that City Staff will be trained to do that.

**Executive Session**

There were none.

**Adjournment**

MOTION MADE BY: Council President Susan Snow

MOTION: To adjourn.

SECONDED: Councilor Chris Clemons

IN FAVOR: Unanimous

OPPOSED: None

Motion Passed

Meeting adjourned at 7:14 pm

**APPROVED BY THE DUNES CITY COUNCIL ON THE 19th DAY OF February, 2025.**

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**Ed McGuire, Mayor**

**ATTEST:**

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**Lila Timmons, City Administrator**



**Dunes City**  
**Expense by Vendor for Bills of the Session (Mat'ls. & Serv.)**  
 January 10 through February 10, 2025

Type	Date	Num	Name	Memo	Class	Original Amount	Paid Amount
<b>Central Lincoln PUD</b>							
Bill	02/05/2025	22061...	Central Lincoln ...	22061600	43 St...	2,012.87	2,012.87
Bill	02/05/2025	22061...	Central Lincoln ...	22061001	41 G...	285.52	285.52
Bill	02/05/2025	22061...	Central Lincoln ...	2206160...	41 G...	39.06	39.06
Total Central Lincoln PUD							2,337.45
<b>Charter Spectrum Business</b>							
Bill	01/29/2025	17663...	Charter Spectr...	Spectrum	41 G...	282.53	282.53
Total Charter Spectrum Business							282.53
<b>Coast Pavement Maintenance, Inc.</b>							
Bill	01/29/2025	3550m	Coast Paveme...	Asphalt r...	43 St...	35,170.50	35,170.50
Total Coast Pavement Maintenance, Inc.							35,170.50
<b>CwM-H2O</b>							
Bill	01/29/2025	2726	CwM-H2O		46 W...	1,015.00	1,015.00
Total CwM-H2O							1,015.00
<b>Holloway &amp; Associates LLC CPA's</b>							
Bill	01/29/2025	9680	Holloway & Ass...	Dec payroll	41 G...	145.00	145.00
Total Holloway & Associates LLC CPA's							145.00
<b>Oregon Water Services, Inc.</b>							
Bill	01/29/2025	32540...	Oregon Water ...		46 W...	130.00	130.00
Bill	02/05/2025	133505	Oregon Water ...	Jan 2024...	46 W...	265.00	265.00
Total Oregon Water Services, Inc.							395.00
<b>Pacific Office Automation</b>							
Bill	01/29/2025	50328...	Pacific Office ...	Copier	41 G...	593.00	593.00
Total Pacific Office Automation							593.00
<b>SAIF Corporation</b>							
Bill	01/29/2025	88334...	SAIF Corporation	Rebecca ...	41 G...	329.40	329.40
Total SAIF Corporation							329.40
<b>Siuslaw News</b>							
Bill	02/05/2025	3-16-2...	Siuslaw News	News pa...	41 G...	90.00	90.00
Total Siuslaw News							90.00
<b>The Western Agency</b>							
Bill	01/29/2025	31910	The Western A...	Collectio...	41 G...	128.00	128.00
Total The Western Agency							128.00
<b>True Value Florence Coastal Hardware</b>							
Bill	02/05/2025	15096	True Value Flor...	Lawn FR...	41 G...	33.99	33.99
Total True Value Florence Coastal Hardware							33.99
<b>Westlake Post Office</b>							
Bill	02/05/2025	Box 97	Westlake Post ...	Box 97	41 G...	154.00	154.00
Total Westlake Post Office							154.00
<b>No name</b>							
Check	01/31/2025			Service ...	41 G...	10.00	10.00
Total no name							10.00
<b>TOTAL</b>							<b>40,683.87</b>

## Dunes City

### Income by Fund for Receipts of the Session

January 10 through February 10, 2025

Type	Date	Num	Name	Memo	Class	Original Amount
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>40000 · Fund Revenue</b>						
<b>41000 · General Fund Revenue</b>						
<b>41107 · Business License Fees</b>						
Sales R...	01/13/2025	DCBL22	Accu-Tree LLC	2025-2026 R...	41 Gener...	85.00
Sales R...	01/14/2025	DCBL235	Ace Stove and ...	2025-2026 B...	41 Gener...	85.00
Sales R...	01/14/2025	DCBL2...	Grace, Tim	2025-2026 B...	41 Gener...	85.00
Sales R...	01/21/2025	DCBL0...	Charles Benson	2025-2026 B...	41 Gener...	85.00
Sales R...	01/21/2025	DCBL	West Coast Met...	2025-2026 B...	41 Gener...	85.00
Sales R...	01/22/2025	DCBL0...	Siuslaw Valley ...	DCBL00013; ...	41 Gener...	85.00
Sales R...	01/23/2025	DCBL	Joe Ellis Contru...	2025-2026 B...	41 Gener...	85.00
Sales R...	01/27/2025	DCBL0...	Midgleys	2025-2026 B...	41 Gener...	85.00
Sales R...	01/29/2025	DCBL8	Riley Johnson ...	2025-2026 B...	41 Gener...	85.00
Invoice	01/31/2025	01.01.2...	County Transfer...	Annual Busin...	41 Gener...	-85.00
Sales R...	02/10/2025	11474548	Suburban Prop...	2025-2026 B...	41 Gener...	85.00
Sales R...	02/10/2025	185357	Simplicity Home...	2025-2026 B...	41 Gener...	85.00
Total 41107 · Business License Fees						
<b>41115 · Cigarette Tax</b>						
Sales R...	01/21/2025	12CigTax	State Of Oregon	12/31/24 Cig...	41 Gener...	60.23
Total 41115 · Cigarette Tax						
<b>41130 · Garbage License Fee</b>						
Invoice	01/31/2025	01.01.2...	County Transfer...	Annual Busin...	41 Gener...	2,500.00
Total 41130 · Garbage License Fee						
<b>41145 · Lien Search Fees</b>						
Sales R...	01/21/2025	719340...	First American ...	6003 Little ...	41 Gener...	25.00
Sales R...	01/21/2025	719342...	First American ...	19-12-11-40-...	41 Gener...	25.00
Sales R...	01/22/2025	473025	Fidelity National...	83480 Clear ...	41 Gener...	25.00
Invoice	01/29/2025	CT#034...	Cascade Escro...	5410 Woahin...	41 Gener...	25.00
Sales R...	02/04/2025	25-28962	Evergreen Land...	83399 Spruc...	41 Gener...	25.00
Total 41145 · Lien Search Fees						
<b>41150 · Liquor tax</b>						
Sales R...	01/16/2025	DCBL78	Oregon Liquor ...	11/30/2024 O...	41 Gener...	3,433.00
Sales R...	02/10/2025	12.31.24	State Of Oregon	OLCC 12.31.24	41 Gener...	2,883.77
Total 41150 · Liquor tax						
<b>41155 · Miscellaneous</b>						
Invoice	01/16/2025	112052	Michael Derego	20% Collecti...	46 Water...	20.00
Invoice	01/16/2025	06310	Michael Derego	20% Collecti...	46 Water...	40.00
Total 41155 · Miscellaneous						
<b>41175 · PUD Franchise</b>						
Sales R...	01/21/2025	202511...	Central Lincoln	CLPUD Fran...	41 Gener...	9,406.84
Total 41175 · PUD Franchise						
<b>41180 · Septic Admin Fees</b>						
Invoice	01/23/2025	112042	Graham, Linda J.	Septic non-c...	41 Gener...	375.00
Sales R...	01/30/2025	Septic	Terry, Kelsey & ...	Septic Inspec...	41 Gener...	50.00
Sales R...	02/10/2025	Prepaid10	Best Septic Inc	Prepaid 10 in...	41 Gener...	500.00
Total 41180 · Septic Admin Fees						
<b>41190 · Telephone Franchise</b>						
Sales R...	02/10/2025	75886891	Quest Corporati...	Quest Corpor...	41 Gener...	878.21
Total 41190 · Telephone Franchise						

## Dunes City Income by Fund for Receipts of the Session January 10 through February 10, 2025

Type	Date	Num	Name	Memo	Class	Original Amount
<b>41000 · General Fund Revenue - Other</b>						
Sales R...	01/13/2025	24-STR-7	Walters, Alcinda	Short Term R...	49 Short ...	1,000.00
Sales R...	01/22/2025	24-STR...	Main, Trevor	19-12-34-24-...	49 Short ...	1,000.00
Sales R...	01/27/2025	24-STR...	General Autom...	Permit; 8369...	49 Short ...	1,000.00
Sales R...	01/27/2025	24-STR...	Donohue, Jim	Permit; 4847 ...	49 Short ...	1,000.00
Sales R...	01/27/2025	24-STR...	Mulvihill Trust, ...	Permit; 5510 ...	49 Short ...	1,000.00
Sales R...	02/03/2025	STR	Pacific Rental C...	Permit; 5360 ...	49 Short ...	1,000.00
Sales R...	02/03/2025	STR	Pacific Rental C...	Permit; 5346 ...	49 Short ...	1,000.00
Sales R...	02/03/2025	24-STR...	Kubisch, Jessica	Permit; 5001 ...	49 Short ...	1,000.00
Sales R...	02/06/2025	24-STR-3	Nash, Daniel & ...	2024-2025 P...	49 Short ...	1,000.00
Total 41000 · General Fund Revenue - Other						
Total 41000 · General Fund Revenue						
<b>42000 · Building Codes Fund Revenue</b>						
<b>42104 · Building Surcharge</b>						
Sales R...	01/14/2025	2025-R...	Ace Stove and ...	19-12-24-00-...	42 Buildi...	25.00
Sales R...	01/16/2025	2025-P...	D J Miller Const...	2025-PW-06...	42 Buildi...	25.00
Sales R...	01/21/2025	2025-P...	Kinyon Constru...	2025-PW-08;...	42 Buildi...	25.00
Sales R...	01/21/2025	2023-17...	Jeff Metzler Plu...	Renew Permi...	42 Buildi...	25.00
Sales R...	01/27/2025	2025-R...	Elkhorn Excavat...	5580 Huckle...	42 Buildi...	25.00
Sales R...	01/29/2025	2025-R...	Roundy, Neil & ...	83471 S Cov...	42 Buildi...	25.00
Sales R...	02/10/2025	187081	CFE Electric LLC	6000 Davis ...	42 Buildi...	25.00
Total 42104 · Building Surcharge						
<b>42115 · Electrical fees</b>						
Sales R...	01/27/2025	2025-R...	Elkhorn Excavat...	5580 Huckle...	42 Buildi...	170.00
Sales R...	02/10/2025	187081	CFE Electric LLC	6000 Davis ...	42 Buildi...	120.00
Total 42115 · Electrical fees						
<b>42120 · Excavating-Grading Fees</b>						
<b>42114 · Driveway Permit</b>						
Sales R...	01/16/2025	2025-P...	D J Miller Const...	2025-PW-07	42 Buildi...	400.00
Total 42114 · Driveway Permit						
<b>42120 · Excavating-Grading Fees - Other</b>						
Sales R...	01/16/2025	2025-P...	D J Miller Const...	34901 Sweet...	42 Buildi...	72.00
Sales R...	01/21/2025	2025-P...	Kinyon Constru...	2025-PW-08;...	42 Buildi...	25.00
Total 42120 · Excavating-Grading Fees - Other						
Total 42120 · Excavating-Grading Fees						
<b>42140 · Mechanical Fees</b>						
Sales R...	01/14/2025	2025-R...	Ace Stove and ...	19-12-24-00-...	42 Buildi...	112.00
Total 42140 · Mechanical Fees						
<b>42145 · Plan Check/Review Fees</b>						
Sales R...	01/21/2025	2025-P...	Kinyon Constru...	2025-PW-08;...	42 Buildi...	25.00
Sales R...	01/29/2025	2025-R...	Roundy, Neil & ...	83471 S Cov...	42 Buildi...	50.00
Total 42145 · Plan Check/Review Fees						
<b>42150 · Planning Fee &amp; LUCS</b>						
Sales R...	01/29/2025	2025-R...	Roundy, Neil & ...	83471 S Cov...	42 Buildi...	90.35
Total 42150 · Planning Fee & LUCS						
<b>42155 · Plumbing fees</b>						
Sales R...	01/21/2025	2023-17...	Jeff Metzler Plu...	Renew Permi...	42 Buildi...	80.00
Total 42155 · Plumbing fees						

## Dunes City

### Income by Fund for Receipts of the Session

January 10 through February 10, 2025

Type	Date	Num	Name	Memo	Class	Original Amount
<b>42165 · State Surcharge Fees</b>						
Sales R...	01/14/2025	2025-R...	Ace Stove and ...	19-12-24-00-...	42 Buildi...	13.44
Sales R...	01/21/2025	2023-17...	Jeff Metzler Plu...	Renew Permi...	42 Buildi...	20.40
Sales R...	01/27/2025	2025-R...	Elkhorn Excavat...	5580 Huckle...	42 Buildi...	20.40
Sales R...	01/29/2025	2025-R...	Roundy, Neil & ...	83471 S Cov...	42 Buildi...	16.68
Sales R...	02/10/2025	187081	CFE Electric, LLC	6000 Davis ...	42 Buildi...	14.40
Total 42165 · State Surcharge Fees						
<b>42175 · Structural Fees &amp; Demolition</b>						
Sales R...	01/29/2025	2025-R...	Roundy, Neil & ...	83471 S Cov...	42 Buildi...	139.00
Total 42175 · Structural Fees & Demolition						
<b>42000 · Building Codes Fund Revenue - Other</b>						
Sales R...	01/16/2025	2025-P...	D J Miller Const...	2025-PW-06...	42 Buildi...	100.00
Total 42000 · Building Codes Fund Revenue - Other						
Total 42000 · Building Codes Fund Revenue						
<b>43000 · State Street Fund Revenue</b>						
<b>43110 · Interest</b>						
Deposit	01/31/2025			Interest	43 Street...	89.18
Total 43110 · Interest						
<b>43115 · State Hwy Apportionment</b>						
Sales R...	01/21/2025	1/15/25	ODOT Apportio...	01.15.2025	43 Street...	10,658.78
Total 43115 · State Hwy Apportionment						
Total 43000 · State Street Fund Revenue						
<b>46000 · Water Right Fund Revenue</b>						
<b>46104 · Fish Screens</b>						
Invoice	01/14/2025	24-0294	Wells, Norm	Diver Fees	46 Water...	200.00
Invoice	01/27/2025	335398	Nash, Daniel & ...	Fish Screen ...	46 Water...	185.00
Invoice	01/27/2025	335398	Nash, Daniel & ...	Diving and In...	46 Water...	200.00
Invoice	02/10/2025	5610	Pesnell, Kennet...	Fish Screen	46 Water...	185.00
Total 46104 · Fish Screens						
<b>46105 · Administrative Fees</b>						
Invoice	01/16/2025	06310	Michael Derego	2023-2024 W...	46 Water...	100.00
Invoice	01/16/2025	06310	Michael Derego	2024-2025 W...	46 Water...	100.00
Invoice	01/16/2025	06315	Lopez, Catherin...	11/30/2022 in...	46 Water...	185.00
Invoice	01/16/2025	06315	Lopez, Catherin...	Installation a...	46 Water...	200.00
Invoice	01/23/2025	112037	Brouck, Victor &...	2024-2025 A...	46 Water...	100.00
Invoice	01/27/2025	335398	Nash, Daniel & ...	2022-2023 A...	46 Water...	100.00
Invoice	01/27/2025	335398	Nash, Daniel & ...	2023-2024 W...	46 Water...	100.00
Credit M...	01/27/2025	01.01.2...	Nash, Daniel & ...	Original invoi...	46 Water...	-485.00
Invoice	02/04/2025	CT#034...	Stahel, Melissa ...	2025-2026 w...	46 Water...	100.00
Invoice	02/10/2025	112054	Roundy, Neil & ...	2023-2024 W...	46 Water...	100.00
Invoice	02/10/2025	112054	Roundy, Neil & ...	2024-2025 W...	46 Water...	100.00
Total 46105 · Administrative Fees						

**Dunes City**  
**Income by Fund for Receipts of the Session**  
**January 10 through February 10, 2025**

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Class</u>	<u>Original Amount</u>
<b>46160 · Water Meter</b>						
Invoice	01/13/2025	3300/15...	Michael Derego	Water meter-...	46 Water...	650.00
Credit M...	01/13/2025	24-0293	Michael Derego	Water meter-...	46 Water...	-650.00
Invoice	01/29/2025	3300/15...	Jaggard, James...	Water Meter-...	46 Water...	650.00
Credit M...	01/29/2025	CT#034...	Jaggard, James...	Water Meter-...	46 Water...	-650.00
Total 46160 · Water Meter						
Total 46000 · Water Right Fund Revenue						
Total 40000 · Fund Revenue						
Total Income						
Gross Profit						
Net Ordinary Income						
<b>Net Income</b>						

Dunes City  
Income by Fund for Receipts of the Session  
January 10 through February 10, 2025

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Paid Amount

85.00  
85.00  
85.00  
85.00  
85.00  
85.00  
85.00  
85.00  
85.00  
-85.00  
85.00  
85.00

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850.00

60.23

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60.23

85.00

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85.00

25.00  
25.00  
25.00  
25.00  
25.00

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125.00

3,433.00  
2,883.77

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6,316.77

20.00  
23.33

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43.33

9,406.84

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9,406.84

200.00  
50.00  
500.00

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750.00

878.21

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878.21

Dunes City  
Income by Fund for Receipts of the Session  
January 10 through February 10, 2025

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Paid Amount

1,000.00  
1,000.00  
1,000.00  
1,000.00  
1,000.00  
1,000.00  
1,000.00  
1,000.00  
1,000.00  
1,000.00

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9,000.00

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27,515.38

25.00  
25.00  
25.00  
25.00  
25.00  
25.00  
25.00  
25.00

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175.00

170.00  
120.00

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290.00

400.00

---

400.00

72.00  
25.00

---

97.00

---

497.00

112.00

---

112.00

25.00  
50.00

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75.00

90.35

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90.35

80.00

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80.00

Dunes City  
Income by Fund for Receipts of the Session  
January 10 through February 10, 2025

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Paid Amount

13.44  
20.40  
20.40  
16.68  
14.40

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85.32

139.00

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139.00

100.00

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100.00

---

1,643.67

89.18

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89.18

10,658.78

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10,658.78

---

10,747.96

200.00  
153.38  
165.81  
185.00

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704.19

58.34  
58.33  
9.61  
10.39  
100.00  
82.90  
82.91  
-485.00  
100.00  
100.00  
100.00

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217.48



1:28 PM  
02/11/25  
Cash Basis

**Dunes City**  
**Income by Fund for Receipts of the Session**  
January 10 through February 10, 2025

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<u>Paid Amount</u>
650.00
-650.00
650.00
-650.00
<hr/>
0.00
<hr/>
921.67
<hr/>
40,828.68
<hr/>
40,828.68
<hr/>
40,828.68
<hr/>
40,828.68
<hr/>
<b>40,828.68</b>

**Dunes City**  
**Profit & Loss by Class**  
 January 10 through February 10, 2025

	41 General Fund
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>40000 · Fund Revenue</b>	
<b>41000 · General Fund Revenue</b>	
41107 · Business License Fees	850.00
41115 · Cigarette Tax	60.23
41130 · Garbage License Fee	85.00
41145 · Lien Search Fees	125.00
41150 · Liquor tax	6,316.77
41155 · Miscellaneous	0.00
41175 · PUD Franchise	9,406.84
41180 · Septic Admin Fees	750.00
41190 · Telephone Franchise	878.21
41000 · General Fund Revenue - Other	0.00
<b>Total 41000 · General Fund Revenue</b>	18,472.05
<b>42000 · Building Codes Fund Revenue</b>	
42104 · Building Surcharge	0.00
42115 · Electrical fees	0.00
42120 · Excavating-Grading Fees	
42114 · Driveway Permit	0.00
42120 · Excavating-Grading Fees - Other	0.00
<b>Total 42120 · Excavating-Grading Fees</b>	0.00
42140 · Mechanical Fees	0.00
42145 · Plan Check/Review Fees	0.00
42150 · Planning Fee & LUCS	0.00
42155 · Plumbing fees	0.00
42165 · State Surcharge Fees	0.00
42175 · Structural Fees & Demolition	0.00
42000 · Building Codes Fund Revenue - Other	0.00
<b>Total 42000 · Building Codes Fund Revenue</b>	0.00
<b>43000 · State Street Fund Revenue</b>	
43110 · Interest	0.00
43115 · State Hwy Apportionment	0.00
<b>Total 43000 · State Street Fund Revenue</b>	0.00
<b>46000 · Water Right Fund Revenue</b>	
46104 · Fish Screens	0.00
46105 · Administrative Fees	0.00
46160 · Water Meter	0.00
<b>Total 46000 · Water Right Fund Revenue</b>	0.00
<b>Total 40000 · Fund Revenue</b>	18,472.05
<b>Total Income</b>	18,472.05
<b>Gross Profit</b>	18,472.05
<b>Expense</b>	
<b>51000 · Fund Expenses</b>	
<b>51300 · Materials &amp; Services</b>	
Collections	128.00
Community Center Maint/Repair	33.99
Consulting - Contracted	145.00
Insurance	329.40
Meter Readings	0.00
Office Equipment lease-copier	593.00
Office Supplies & Postage	154.00
Publishing	90.00
Street Lighting	0.00
Street Maintenance	0.00

**Dunes City**  
**Profit & Loss by Class**  
January 10 through February 10, 2025

	<u>41 General Fund</u>
<b>Utilities</b>	607.11
<b>Water Meters</b>	0.00
<b>Water Right Preservation</b>	0.00
<b>Total 51300 · Materials &amp; Services</b>	<u>2,080.50</u>
<b>Total 51000 · Fund Expenses</b>	2,080.50
<b>99020 · Bank Service Charges</b>	10.00
<b>Total Expense</b>	<u>2,090.50</u>
<b>Net Ordinary Income</b>	16,381.55
<b>Net Income</b>	<u><u>16,381.55</u></u>

**Dunes City**  
**Profit & Loss by Class**  
 January 10 through February 10, 2025

		42 Building Codes Fund
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
40000 · Fund Revenue		
41000 · General Fund Revenue		
41107 · Business License Fees	0.00	
41115 · Cigarette Tax	0.00	
41130 · Garbage License Fee	0.00	
41145 · Lien Search Fees	0.00	
41150 · Liquor tax	0.00	
41155 · Miscellaneous	0.00	
41175 · PUD Franchise	0.00	
41180 · Septic Admin Fees	0.00	
41190 · Telephone Franchise	0.00	
41000 · General Fund Revenue - Other	0.00	
<b>Total 41000 · General Fund Revenue</b>		0.00
42000 · Building Codes Fund Revenue		
42104 · Building Surcharge	175.00	
42115 · Electrical fees	290.00	
42120 · Excavating-Grading Fees		
42114 · Driveway Permit	400.00	
42120 · Excavating-Grading Fees - Other	97.00	
<b>Total 42120 · Excavating-Grading Fees</b>	497.00	
42140 · Mechanical Fees	112.00	
42145 · Plan Check/Review Fees	75.00	
42150 · Planning Fee & LUCS	90.35	
42155 · Plumbing fees	80.00	
42165 · State Surcharge Fees	85.32	
42175 · Structural Fees & Demolition	139.00	
42000 · Building Codes Fund Revenue - Other	100.00	
<b>Total 42000 · Building Codes Fund Revenue</b>		1,643.67
43000 · State Street Fund Revenue		
43110 · Interest	0.00	
43115 · State Hwy Apportionment	0.00	
<b>Total 43000 · State Street Fund Revenue</b>		0.00
46000 · Water Right Fund Revenue		
46104 · Fish Screens	0.00	
46105 · Administrative Fees	0.00	
46160 · Water Meter	0.00	
<b>Total 46000 · Water Right Fund Revenue</b>		0.00
<b>Total 40000 · Fund Revenue</b>		1,643.67
<b>Total Income</b>		1,643.67
<b>Gross Profit</b>		1,643.67
<b>Expense</b>		
51000 · Fund Expenses		
51300 · Materials & Services		
Collections	0.00	
Community Center Maint/Repair	0.00	
Consulting - Contracted	0.00	
Insurance	0.00	
Meter Readings	0.00	
Office Equipment lease-copier	0.00	
Office Supplies & Postage	0.00	
Publishing	0.00	
Street Lighting	0.00	
Street Maintenance	0.00	

**Dunes City**  
**Profit & Loss by Class**  
January 10 through February 10, 2025

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	<u>42 Building Codes Fund</u>
Utilities	0.00
Water Meters	0.00
Water Right Preservation	0.00
<b>Total 51300 · Materials &amp; Services</b>	<u>0.00</u>
<b>Total 51000 · Fund Expenses</b>	0.00
<b>99020 · Bank Service Charges</b>	0.00
<b>Total Expense</b>	<u>0.00</u>
<b>Net Ordinary Income</b>	<u>1,643.67</u>
<b>Net Income</b>	<u><u>1,643.67</u></u>

**Dunes City**  
**Profit & Loss by Class**  
January 10 through February 10, 2025

	43 Street Fund
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>40000 · Fund Revenue</b>	
<b>41000 · General Fund Revenue</b>	
41107 · Business License Fees	0.00
41115 · Cigarette Tax	0.00
41130 · Garbage License Fee	0.00
41145 · Lien Search Fees	0.00
41150 · Liquor tax	0.00
41155 · Miscellaneous	0.00
41175 · PUD Franchise	0.00
41180 · Septic Admin Fees	0.00
41190 · Telephone Franchise	0.00
41000 · General Fund Revenue - Other	0.00
<b>Total 41000 · General Fund Revenue</b>	0.00
<b>42000 · Building Codes Fund Revenue</b>	
42104 · Building Surcharge	0.00
42115 · Electrical fees	0.00
42120 · Excavating-Grading Fees	
42114 · Driveway Permit	0.00
42120 · Excavating-Grading Fees - Other	0.00
<b>Total 42120 · Excavating-Grading Fees</b>	0.00
42140 · Mechanical Fees	0.00
42145 · Plan Check/Review Fees	0.00
42150 · Planning Fee & LUCS	0.00
42155 · Plumbing fees	0.00
42165 · State Surcharge Fees	0.00
42175 · Structural Fees & Demolition	0.00
42000 · Building Codes Fund Revenue - Other	0.00
<b>Total 42000 · Building Codes Fund Revenue</b>	0.00
<b>43000 · State Street Fund Revenue</b>	
43110 · Interest	89.18
43115 · State Hwy Apportionment	10,658.78
<b>Total 43000 · State Street Fund Revenue</b>	10,747.96
<b>46000 · Water Right Fund Revenue</b>	
46104 · Fish Screens	0.00
46105 · Administrative Fees	0.00
46160 · Water Meter	0.00
<b>Total 46000 · Water Right Fund Revenue</b>	0.00
<b>Total 40000 · Fund Revenue</b>	10,747.96
<b>Total Income</b>	10,747.96
<b>Gross Profit</b>	10,747.96
<b>Expense</b>	
<b>51000 · Fund Expenses</b>	
<b>51300 · Materials &amp; Services</b>	
Collections	0.00
Community Center Maint/Repair	0.00
Consulting - Contracted	0.00
Insurance	0.00
Meter Readings	0.00
Office Equipment lease-copier	0.00
Office Supplies & Postage	0.00
Publishing	0.00
Street Lighting	2,012.87
Street Maintenance	35,170.50

**Dunes City**  
**Profit & Loss by Class**  
January 10 through February 10, 2025

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	<u>43 Street Fund</u>
Utilities	0.00
Water Meters	0.00
Water Right Preservation	0.00
<b>Total 51300 · Materials &amp; Services</b>	<u>37,183.37</u>
<b>Total 51000 · Fund Expenses</b>	37,183.37
<b>99020 · Bank Service Charges</b>	<u>0.00</u>
<b>Total Expense</b>	<u>37,183.37</u>
<b>Net Ordinary Income</b>	<u>-26,435.41</u>
<b>Net Income</b>	<u><u>-26,435.41</u></u>

**Dunes City**  
**Profit & Loss by Class**  
 January 10 through February 10, 2025

	46 Water Fund
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>40000 · Fund Revenue</b>	
<b>41000 · General Fund Revenue</b>	
41107 · Business License Fees	0.00
41115 · Cigarette Tax	0.00
41130 · Garbage License Fee	0.00
41145 · Lien Search Fees	0.00
41150 · Liquor tax	0.00
41155 · Miscellaneous	43.33
41175 · PUD Franchise	0.00
41180 · Septic Admin Fees	0.00
41190 · Telephone Franchise	0.00
41000 · General Fund Revenue - Other	0.00
<b>Total 41000 · General Fund Revenue</b>	43.33
<b>42000 · Building Codes Fund Revenue</b>	
42104 · Building Surcharge	0.00
42115 · Electrical fees	0.00
42120 · Excavating-Grading Fees	
42114 · Driveway Permit	0.00
42120 · Excavating-Grading Fees - Other	0.00
<b>Total 42120 · Excavating-Grading Fees</b>	0.00
42140 · Mechanical Fees	0.00
42145 · Plan Check/Review Fees	0.00
42150 · Planning Fee & LUCS	0.00
42155 · Plumbing fees	0.00
42165 · State Surcharge Fees	0.00
42175 · Structural Fees & Demolition	0.00
42000 · Building Codes Fund Revenue - Other	0.00
<b>Total 42000 · Building Codes Fund Revenue</b>	0.00
<b>43000 · State Street Fund Revenue</b>	
43110 · Interest	0.00
43115 · State Hwy Apportionment	0.00
<b>Total 43000 · State Street Fund Revenue</b>	0.00
<b>46000 · Water Right Fund Revenue</b>	
46104 · Fish Screens	704.19
46105 · Administrative Fees	217.48
46160 · Water Meter	0.00
<b>Total 46000 · Water Right Fund Revenue</b>	921.67
<b>Total 40000 · Fund Revenue</b>	965.00
<b>Total Income</b>	965.00
<b>Gross Profit</b>	965.00
<b>Expense</b>	
<b>51000 · Fund Expenses</b>	
<b>51300 · Materials &amp; Services</b>	
Collections	0.00
Community Center Maint/Repair	0.00
Consulting - Contracted	0.00
Insurance	0.00
Meter Readings	130.00
Office Equipment lease-copier	0.00
Office Supplies & Postage	0.00
Publishing	0.00
Street Lighting	0.00
Street Maintenance	0.00



1:30 PM  
02/11/25  
Cash Basis

**Dunes City**  
**Profit & Loss by Class**  
January 10 through February 10, 2025

	<u>46 Water Fund</u>
Utilities	0.00
Water Meters	265.00
Water Right Preservation	1,015.00
	<hr/>
Total 51300 · Materials & Services	1,410.00
	<hr/>
Total 51000 · Fund Expenses	1,410.00
	<hr/>
99020 · Bank Service Charges	0.00
	<hr/>
Total Expense	1,410.00
	<hr/>
Net Ordinary Income	-445.00
	<hr/>
Net Income	<u><u>-445.00</u></u>

**Dunes City**  
**Profit & Loss by Class**  
 January 10 through February 10, 2025

	49 Short Term Rental
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>40000 · Fund Revenue</b>	
<b>41000 · General Fund Revenue</b>	
41107 · Business License Fees	0.00
41115 · Cigarette Tax	0.00
41130 · Garbage License Fee	0.00
41145 · Lien Search Fees	0.00
41150 · Liquor tax	0.00
41155 · Miscellaneous	0.00
41175 · PUD Franchise	0.00
41180 · Septic Admin Fees	0.00
41190 · Telephone Franchise	0.00
41000 · General Fund Revenue - Other	9,000.00
<b>Total 41000 · General Fund Revenue</b>	9,000.00
<b>42000 · Building Codes Fund Revenue</b>	
42104 · Building Surcharge	0.00
42115 · Electrical fees	0.00
42120 · Excavating-Grading Fees	
42114 · Driveway Permit	0.00
42120 · Excavating-Grading Fees - Other	0.00
<b>Total 42120 · Excavating-Grading Fees</b>	0.00
42140 · Mechanical Fees	0.00
42145 · Plan Check/Review Fees	0.00
42150 · Planning Fee & LUCS	0.00
42155 · Plumbing fees	0.00
42165 · State Surcharge Fees	0.00
42175 · Structural Fees & Demolition	0.00
42000 · Building Codes Fund Revenue - Other	0.00
<b>Total 42000 · Building Codes Fund Revenue</b>	0.00
<b>43000 · State Street Fund Revenue</b>	
43110 · Interest	0.00
43115 · State Hwy Apportionment	0.00
<b>Total 43000 · State Street Fund Revenue</b>	0.00
<b>46000 · Water Right Fund Revenue</b>	
46104 · Fish Screens	0.00
46105 · Administrative Fees	0.00
46160 · Water Meter	0.00
<b>Total 46000 · Water Right Fund Revenue</b>	0.00
<b>Total 40000 · Fund Revenue</b>	9,000.00
<b>Total Income</b>	9,000.00
<b>Gross Profit</b>	9,000.00
<b>Expense</b>	
<b>51000 · Fund Expenses</b>	
<b>51300 · Materials &amp; Services</b>	
Collections	0.00
Community Center Maint/Repair	0.00
Consulting - Contracted	0.00
Insurance	0.00
Meter Readings	0.00
Office Equipment lease-copier	0.00
Office Supplies & Postage	0.00
Publishing	0.00
Street Lighting	0.00
Street Maintenance	0.00

1:30 PM  
02/11/25  
Cash Basis

**Dunes City**  
**Profit & Loss by Class**  
January 10 through February 10, 2025

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	<u>49 Short Term Rental</u>
Utilities	0.00
Water Meters	0.00
Water Right Preservation	0.00
	<hr/>
Total 51300 · Materials & Services	0.00
	<hr/>
Total 51000 · Fund Expenses	0.00
	<hr/>
99020 · Bank Service Charges	0.00
	<hr/>
Total Expense	0.00
	<hr/>
Net Ordinary Income	9,000.00
	<hr/>
Net Income	<u>9,000.00</u>

**Dunes City**  
**Profit & Loss by Class**  
 January 10 through February 10, 2025

	TOTAL
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>40000 · Fund Revenue</b>	
<b>41000 · General Fund Revenue</b>	
41107 · Business License Fees	850.00
41115 · Cigarette Tax	60.23
41130 · Garbage License Fee	85.00
41145 · Lien Search Fees	125.00
41150 · Liquor tax	6,316.77
41155 · Miscellaneous	43.33
41175 · PUD Franchise	9,406.84
41180 · Septic Admin Fees	750.00
41190 · Telephone Franchise	878.21
41000 · General Fund Revenue - Other	9,000.00
<b>Total 41000 · General Fund Revenue</b>	27,515.38
<b>42000 · Building Codes Fund Revenue</b>	
42104 · Building Surcharge	175.00
42115 · Electrical fees	290.00
<b>42120 · Excavating-Grading Fees</b>	
42114 · Driveway Permit	400.00
42120 · Excavating-Grading Fees - Other	97.00
<b>Total 42120 · Excavating-Grading Fees</b>	497.00
42140 · Mechanical Fees	112.00
42145 · Plan Check/Review Fees	75.00
42150 · Planning Fee & LUCS	90.35
42155 · Plumbing fees	80.00
42165 · State Surcharge Fees	85.32
42175 · Structural Fees & Demolition	139.00
42000 · Building Codes Fund Revenue - Other	100.00
<b>Total 42000 · Building Codes Fund Revenue</b>	1,643.67
<b>43000 · State Street Fund Revenue</b>	
43110 · Interest	89.18
43115 · State Hwy Apportionment	10,658.78
<b>Total 43000 · State Street Fund Revenue</b>	10,747.96
<b>46000 · Water Right Fund Revenue</b>	
46104 · Fish Screens	704.19
46105 · Administrative Fees	217.48
46160 · Water Meter	0.00
<b>Total 46000 · Water Right Fund Revenue</b>	921.67
<b>Total 40000 · Fund Revenue</b>	40,828.68
<b>Total Income</b>	40,828.68
<b>Gross Profit</b>	40,828.68
<b>Expense</b>	
<b>51000 · Fund Expenses</b>	
<b>51300 · Materials &amp; Services</b>	
Collections	128.00
Community Center Maint/Repair	33.99
Consulting - Contracted	145.00
Insurance	329.40
Meter Readings	130.00
Office Equipment lease-copier	593.00
Office Supplies & Postage	154.00
Publishing	90.00
Street Lighting	2,012.87
Street Maintenance	35,170.50

**Dunes City**  
**Profit & Loss by Class**  
January 10 through February 10, 2025

	<u>TOTAL</u>
Utilities	607.11
Water Meters	265.00
Water Right Preservation	1,015.00
<b>Total 51300 · Materials &amp; Services</b>	<u>40,673.87</u>
<b>Total 51000 · Fund Expenses</b>	40,673.87
<b>99020 · Bank Service Charges</b>	10.00
<b>Total Expense</b>	<u>40,683.87</u>
<b>Net Ordinary Income</b>	144.81
<b>Net Income</b>	<u><u>144.81</u></u>

## FRANCHISE AGREEMENT

**This Franchise Agreement** (“**Franchise**”) is between the City of Dunes City, Oregon, hereinafter referred to as the “**Grantor**” and Falcon Cable Systems Company II, L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “**Grantee**.”

**WHEREAS**, the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

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

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “**Cable Act**”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “**shall**” is mandatory and “**may**” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “**Cable System**,” “**Cable Service**,” and “**Basic Cable Service**” shall be defined as set forth in the Cable Act.
- B. “**Council**” shall mean the governing body of the Grantor.
- C. “**Cable Act**” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “**Channel**” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “**Equipment**” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of the Cable System.

- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Generally Applicable" or "Generally Applied" shall mean that the provision in question is lawful, non-discriminatory, and is consistently and uniformly applied, pursuant to applicable state or federal law.
- J. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area including but not limited to amounts for Cable Services, premium cable services, advertising, home shopping channels, franchise fees, installation and all leased access payments, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, , or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- I. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- J. "Service Area" shall mean the area described in subsection 6.1 hereto.
- K. "Standard Installation" shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee's existing distribution system.
- L. "State" shall mean the State of Oregon.
- M. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which is under the jurisdiction and control of Grantor, and only to the extent Grantor has the right, title, interest and/or authority to grant a Franchise to occupy and use such Street, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

N. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

## **SECTION 2** **Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.11. Between thirty six months (36) and thirty (30) months prior to Expiration Grantee will send a 626 letter preserving its rights under the Cable Act. This Franchise will be automatically extended for an additional term of five (5) years, unless within ninety (90) days of Grantor's receipt of the 626 letter, either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act). If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

**2.3 Police Powers** Notwithstanding any other provision of this Franchise, Grantee's rights are subject to the police powers of the Grantor to adopt and enforce ordinances necessary for the safety, health and welfare of the public ("Police Powers") The Grantee agrees to comply with the terms of any Generally Applicable local ordinance which is lawfully adopted under Grantor's general Police Power authority.

**2.4 Franchise Required.** No Cable System shall be allowed to occupy, use, or operate in the Streets or public rights-of-way of the Franchise Area to provide Cable Service without a Franchise.

## **SECTION 3** **Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

## **SECTION 4** **Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension,



maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

**4.2 Insurance.**

A. 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 Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

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

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing primary and noncontributory coverage upon request.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

## **SECTION 6** **Service Availability**

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty five (125) feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee need not make an extension to any area which is financially or technically infeasible, if it provides documentation substantiating such infeasibility to Grantor. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**6.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence. Grantee may require residents who request service but whose residence is further than 125 feet from an existing feeder cable to equally share the cost of an extension of service greater than the standard cost of a service extension of 125 feet. Standard installation costs may also be required of such subscribers.

**6.3 New Development Underground.** In cases of new property development where other utilities are to be placed underground, Grantee shall place its facilities underground at Grantee's sole expense. To the extent that Grantor issues a permit for open trenching to any developer, Grantor agrees to use reasonable efforts to encourage developer to coordinate construction and undergrounding schedules for the open trenching such that all utilities in the Right of Way, including Grantee, shall have at least thirty (30) days prior notice of such construction or undergrounding, and of the particular dates on which open trenching will be available for Grantee's installation of Grantee facilities, which shall be constructed, placed or provided at Grantee's sole expense.

**6.4 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation

notice, begin calculating the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees in the follow franchise fee payment after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## **SECTION 7** **Construction and Technical Standards**

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

**7.2 Construction Standards and Requirements.** All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

## **SECTION 8** **Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions. Facilities not contemplated under this Agreement, such as Facilities not located within or upon Grantor's Streets may require an additional Franchise Agreement, permit, or other authorization and may be subject to additional compensation requirements.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services (other than high-voltage electric lines) are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing

aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits and pay all legally required permit fees before commencing any work, including the opening or disturbance of any Street within the Franchise Area. Grantee shall adhere to the terms of all the permits and Grantor codes, ordinances, rules and regulations currently or hereafter applicable to Grantor Streets and/or construction, operation or maintenance of the Cable System within the Service Area, provided that such codes are of General-Applicability and adopted pursuant to Grantor's Police Powers. The Grantor shall administratively assist the Grantee in securing any permits required.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, promptly (or as soon as practicable in the event weather or other events beyond Grantee's control prevent such prompt resoration) and at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition as good as the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Tree Trimming.** In an emergency that threatens the safety or integrity of Grantee's facilities, Grantee or its designee shall have the authority to trim trees on public property at its own expense, as may be necessary to protect its wires and facilities. In all other circumstances, Grantee shall provide Grantor with ten (10) days' written notice prior to such trimming. Grantee is aware of Grantor's tree ordinance.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by Grantor's Generally-Applicable rules or ordinances and at Grantee's sole cost. Should Grantee fail to remove or relocate as required by this Section, Grantor may cause such work to be done by a qualified contractor after providing thirty (30) days written notice to Grantee, and the costs thereof, including the reasonable costs incurred due to the delay, shall be paid by Grantee, subject to any applicable reimbursement required in Section 8.9.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee. Grantee shall be

afforded reasonable advanced written notice from the person holding a lawful permit. Nothing in this section prevents Grantee from requesting reimbursement or compensation from a third party for the cost of such relocation. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** In the event that Grantor reimbursed any telephone or electric utilities for undergrounding, relocation or removal of facilities required by Grantor, Grantor shall also reimburse Grantee for similar undergrounding, relocation or removal required by Grantor under this Section 8, contingent upon the following conditions: 1) such reimbursement is mandated by State or federal law; or 2) such reimbursement is not limited or prohibited by a fund, loan, or grant used to fund the reimbursement.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. § 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.2 of this Franchise.

## **SECTION 10** **Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of

general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. If Cable Services and non-Cable Services are bundled together and offered to Subscribers for one price, then in accordance with GAAP, Grantee shall account for the revenue from such packages using the retail rate methodology which allocates the bundle discount by the proportion of the total retail rate each billing component represents. Grantee shall not allocate revenue between Cable Services and non-Cable Services for the purposes of evading or reducing its Franchise fee obligations. In the event the Cable Act is amended to modify the current cap on franchise fees to an amount greater than five percent (5%) of Gross Revenues, Grantee agrees and shall pay the new maximum amount consistent with federal law. Such increased fee shall take effect upon sixty (60) days written notice of the adoption of a city Council resolution to increase the franchise fee to the new maximum amount.

**10.2 Payment of Fee.** Payment of the franchise fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, interest shall accrue on the unpaid fee at a rate of the Prime Rate plus two percent (2%) commencing with the fifteenth day after the fee shall be due.

**10.5 Audit.** Grantor may review and/or audit Grantee's records to ensure the correct calculation of Gross Revenues and payment of Franchise fees. Grantee shall provide such records to Grantor or its designee, upon request by and at no charge to Grantor, subject to Grantor and/or designee signing Grantee's non-disclosure agreement. If there is a dispute as to whether a particular item of revenue is within the scope of the term "Gross Revenues" and Grantee withholds revenue records on the ground that the revenues are not subject to the Franchise fee, Grantee agrees that it will provide a certified statement describing the nature of the revenues contained in the records withheld. In the event that any Franchise fee is underpaid, Grantee shall pay interest as required in Section 10.2. Subject to applicable law, if the audit discloses an underpayment by an amount in excess of ten thousand dollars (\$10,000), Grantee will reimburse Grantor for all reasonable audit costs. Said audit shall be conducted no more often than annually, and the audit period shall not be any greater than the previous five (5) years. Any undisputed additional amounts due to the Grantor as a result of the audit shall be paid within sixty (60) days following written notice to Grantee by the Grantor, which notice shall include a copy of the audit findings.

**SECTION 11**  
**Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

**SECTION 12**  
**Records**

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

**12.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System. Grantor may view Grantee's strand maps at a mutually agreeable location within 50 miles of Grantor upon Grantor's reasonable notice to Grantee.

**12.3 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at a mutually-agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the Section of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. Subject to Oregon's public records law, the Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee

in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person. Grantee agrees to pay costs incurred by Grantor due to the foregoing denial of books and records, including reasonable attorney fees, in responding to public record requests for Grantee's books and records and/or defending a denial of such public records requests.

### **SECTION 13**

#### **Public, Educational and Governmental (PEG) Access**

**13.1 PEG Access.** Grantor may at any time during the Term or Renewal Term of this Agreement may request one Channel on the Cable System for use by for non-commercial, video programming for public, education and government ("PEG") access programming in accordance with the procedures set forth below. The PEG Channel may be placed on any tier of service available to all Subscribers within the Service Area.

**13.2 Process for Requesting PEG Access Channel.** Grantee will provide one PEG access Channel upon no less than 120 days' written notice from the Grantor that the following conditions have been met:

A. Grantor has passed a resolution, after a public hearing, demonstrating a community need for PEG access programming and that it has made arrangements to agrees to fund all operational expenses for such programming; and

B. Grantor provides a letter to Grantee identifying those entities or persons who will be responsible for providing access programming and agreeing to indemnify Grantee for any negligence or willful misconduct of such entities or persons for such access programming.

**13.3 PEG Channel Reclamation.** If the PEG channel provided pursuant to this section is unused for or occupied by non-local, substantially duplicated or character-generated programming fifty (50%) percent or more of the time during "regular viewing hours" measured over any ten (10) consecutive week period, the Grantee shall have a right to a return of the PEG channel upon one hundred twenty (120) days' written notice to Grantor of its intent to reclaim the PEG channel. For purposes of this subsection, "regular viewing hours" shall be the hours between 2pm to 10pm Monday through Friday. A program may be repeated up to two (2) times after its first run during regular viewing hours before it is deemed "duplicated." This Subsection 13.3 will not become effective until 1 (one) year and four (4) months after the City requests a PEG channel.

**13.4 Service to Public Buildings.** Subject to applicable law, Grantee shall provide, without charge, one (1) Standard Installation, activated outlet, and equipment for Basic Cable Service to three (3) publicly-owned or publicly-operated buildings identified on Exhibit A, which shall be within 125 feet of Grantee's feeder cable. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to



the public. The Grantor shall take reasonable precautions to prevent any inappropriate use of or loss or damage to the Grantee's Cable System.

## **SECTION 14** **Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**14.2 Grantee's Right to Cure or Respond.** Unless Grantor is pursuing a Revocation pursuant to Section 14.5 below, the Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of such default, it cannot be cured within the thirty (30) day period, request from Grantor additional time to remedy the default, initiate reasonable steps to remedy such default, and notify the Grantor of the steps being taken and the projected date that they will be completed, which in no case shall exceed a total of sixty (60) days from Grantor's notice without prior approval from Grantor.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. Unless Grantor is pursuing a Revocation pursuant to Section 14.5 below, Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be publicized and noticed in the same manner as all public meetings are publicized and noticed and in compliance with Section 15.7 Public Notice. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, after which it shall determine if a breach or violation has occurred and/or whether or not the Franchise shall be revoked. The public hearing shall be on the record and, at the Grantee's request and sole expense, the City shall provide the adopted minutes or a digital recording of the meeting to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council using a the standard of review consistent with federal and Oregon law. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**14.4 Enforcement.** Subject to applicable federal, State and Generally Applicable local law, in the event the Grantor, after the hearing set forth in subsections 14.3 or 14.4, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or

- C. In the case of a substantial default of a material provision of the Franchise, revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation Hearings: Standards, Notice, and Opportunity to Cure.**

- A. Prior to revocation of the Franchise, the Grantor shall give written a Revocation Notice to the Grantee, which shall state its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the material and substantial noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee within sixty days, it may then revoke the Franchise. If the Grantee responds within sixty days and such response is not satisfactory to Grantor, Grantor shall schedule a public City Council hearing no earlier than 30 days from the date of Grantee's response. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and its intent to revoke the Franchise. The public hearing shall be conducted in accordance with requirements of Section 15.1.
- B. Notwithstanding the above provisions, the Grantee and Grantor reserve all of their rights under federal or state and City law or applicable regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Right of Way of the Grantor; or may abandon the Cable System in place with written permission from Grantor.

**SECTION 15**  
**Miscellaneous Provisions**

**15.1 Reservation of Rights and Compliance with Laws.** Grantor and Grantee reserve all applicable rights under state or federal law and shall conform to all state and federal laws regarding right of way occupancy, Cable Service, and cable television as they become effective. Grantee shall also conform with all Generally Applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise.

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

attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

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

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

**15.5 Competitive Equity.** The Grantee acknowledges and agrees that Grantor reserves the right to grant one or more additional franchises to provide Cable Service or other services within the Franchise Area. If any such additional or competitive Cable Services franchise is granted by Grantor which contains more favorable or less burdensome material terms or conditions than this Franchise, Grantor agrees that it shall modify and renegotiate this Franchise to include substantially similar material terms more favorable or less burdensome to Grantee. In determining whether the material terms of this Agreement are more burdensome or less favorable than the material obligations of a competing wireline Cable Service provider's Agreement, the Parties and a court of competent jurisdiction shall consider the comparative material obligations in their totality.

- A. In the event an application for a new Cable franchise is filed with the Franchising Authority proposing to serve the Franchising Area, in whole or in part, the Grantor shall use its best efforts to provide a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service. In no event shall the Franchising Authority hold a public hearing to consider another Cable franchise without providing public notice as required by law.
- B. In the event that a non-franchised Video Service provider is permitted to offer service to the residents of Grantor, on more favorable or less burdensome terms than this Franchise, the Grantee may request Franchise amendments. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of a non-franchised competitor; (2) identify the basis for Grantee's belief that Grantee is at a competitive disadvantage; and (3) identify the regulatory burdens requested to be amended or repealed. Grantor shall not unreasonably withhold consent to the Grantee's petition.
- C. For the purposes of this subsection 15.5(B), "Video Service" shall mean the provision of multichannel video programming through facilities located in, on, or over Grantor's Streets and generally considered comparable to video programming delivered by a television broadcast station, cable service, or other digital video

service, whether provided as part of a tier, on demand, or on a per-channel basis, without regard to the technology used to deliver the video service, including, without limitation, Internet Protocol technology or any successor technology.

**15.6 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Dunes City, Oregon  
City Administrator  
PO Box 97  
Westlake, OR 97493

Email: recorder@dunescityor.com

Grantee: Attn: Director, Government Relations  
Charter Communications  
222 NE Park Plaza Dr., #231  
Vancouver, WA 98684

Email: marian.jackson@charter.com

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

**15.7 Public Notice.** Any public meeting held relating to this Franchise or additional, similar franchises shall comply with the public meetings requirements of Oregon law. Grantee will be considered an interested party and will be notified of Grantor's public meetings.

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

**15.9 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.10 Administration of Franchise.** Except as otherwise provided herein, this Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation of this Franchise shall be subject to judicial review using a review standard as determined by a court of competent jurisdiction.

**15.11 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**15.12 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this 12<sup>th</sup> day of October, 2017.

City of Dunes City, Oregon

Signature: Jamie L. Mills

Name/Title: CITY Administrator  
JAMIE L. MILLS

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to applicable federal, State and local law.

Falcon Cable Systems Company II, L.P.

By: Charter Communications VII, LLC, its General Partner

By: Charter Communications, Inc., its Manager

Signature: \_\_\_\_\_

Paul Abbott, Vice President

Local Government Affairs & Franchising

**EXHIBIT A**

**DUNES CITY**

1. City Hall, 82877 Spruce St.
2. City Hall, Community Center, 82877 Spruce St.
3. Dunes City Fire Station; 83345 Clear Lake Rd.

**CITY OF DUNES CITY**

**RESOLUTION SERIES 2017, NO. 19 (10-11-2017)**

**A RESOLUTION AUTHORIZING AND DELEGATING THE CITY ADMINISTRATOR TO ENTER INTO A NON-EXCLUSIVE FRANCHISE TO FALCON CABLE SYSTEMS COMPANY II L.P. LOCALLY KNOWN AS CHARTER COMMUNICATIONS FOR THE OPERATION AND MAINTENANCE OF A CABLE SYSTEM TO PROVIDE CABLE SERVICES.**

**WHEREAS**, the City of Dunes City and Falcon Cable Systems Company II, L.P., locally known as Charter Communications have agreed to terms of a Franchise Agreement for the operation of a cable system to provide cable services within the public rights of way; and

**WHEREAS**, the City has jurisdiction and exercises regulatory management authority over all City public rights of way pursuant to the City Charter and State law. The City's purpose for exerting its management authority over the public rights of way is to protect and efficiently manage the public's resources, to ensure fair and non-discriminatory access to the public right of way, and to protect the public health, safety and welfare; and

**WHEREAS**, no Person may occupy or encroach on a public right of way without the permission of the City. The City grants permission to use public rights of way through Franchise Agreements and construction permits; and

**WHEREAS**, the City holds the health, safety, welfare, quality of life and opportunities to prosper, as well as such physical assets such as the public right of way, in trust for all of its citizens and has a fiduciary responsibility to assure that any use of City resources, especially its public ways, benefits all of the citizens and, where it is deemed appropriate, allows for the recovery of a fair and reasonable compensation from private entities using public resources; and

**WHEREAS**, the City's current cable franchise agreement with Charter Communications (Ordinance No. 167) expired in March of 2014 has been operating on a month-to-month basis. This Franchise Agreement will replace the terms of the existing Franchise Agreement; and

**WHEREAS**, the negotiated language of the new Franchise Agreement allows the City to charge five percent (5%) of Gross Revenue of Cable Services; and

**WHEREAS**, the City reserves the right to regulate and charge communications providers (including cable, internet, and phone providers) operating within the City and the City's right of ways. Among the purposes of any such regulation is not only to ensure that the public is properly compensated for the private use of City assets and resources, but also to ensure that all similarly-situated communications providers are treated

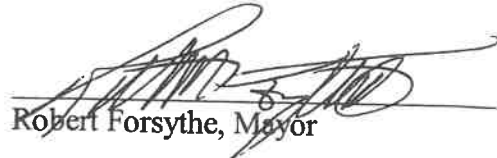
similarly and fairly to foster technological growth and innovation;

**NOW, THEREFORE, BE IT RESOLVED** by the Dunes City Council that:

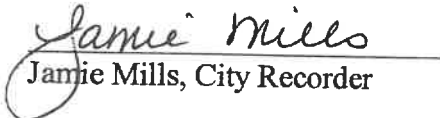
**SECTION 1 Authorization.** The City Council hereby delegates to and authorizes the City Administrator to sign and enter into the franchise agreement attached as Exhibit A.

**SECTION 2 Effective Date.** This Resolution shall take effect on October 11, 2017.

PASSED AND ADOPTED by the Dunes City Council this 11th day of October, 2017.

  
Robert Forsythe, Mayor

ATTEST:

  
Jamie Mills, City Recorder



**ORDINANCE NO. 220**

**AN ORDINANCE AMENDING CHAPTER 91 OF THE DUNES CITY CODE OF ORDINANCES REGARDING NUISANCES; REPEALING ORDINANCE NUMBERS 108 AND 176; AND OTHER MATTERS PROPERTY RELATING THERETO.**

**WHEREAS**, on December 15, 1986, the City Council of Dunes City adopted Ordinance No. 108, which established Chapter 91 within the Dunes City Code of Ordinances entitled "Nuisances" and;

**WHEREAS**, on May 12, 2005, the City Council of Dunes City adopted Ordinance No. 176, amending Ordinance No. 108 in various ways; and

**WHEREAS**, the City Council of Dunes City adopted Ordinance Number 219, entitled "Code Enforcement" which, among other things, establishes an abatement process to be used by the City under Chapter 36 of the Dunes City Code; and

**WHEREAS**, as a result of the passage of Ordinance No. 219, the abatement process established by Ordinance Number 108 , as amended by Ordinance Number 176, is redundant and unnecessary; and

**WHEREAS**, the City Council of Dunes City wishes to amend its nuisance provisions to make them less intrusive on Dunes City residents and easier to administer;

**NOW, THEREFORE, THE CITY OF DUNES CITY ORDAINS AS FOLLOWS:**

**Section 1.** Chapter 91 of the Dunes City Code is hereby amended to read as follows:

**TITLE IX - GENERAL REGULATIONS**

**CHAPTER 91 - NUISANCES**

Section

§ 91.01	Definitions
§ 91.02	Nuisances declared; Unenumerated nuisances
§ 91.03	Nuisances affecting public health
§ 91.04	Nuisances affecting public peace
§ 91.05	Abatement procedure
§ 91.06 to § 91.98	Reserved
§ 91.99	Penalty

**§ 91.01 DEFINITIONS.**

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

***DISCARDED VEHICLE.*** A vehicle, whether it has an unexpired license plate lawfully affixed or not, except as provided herein, that is in one or more of the following conditions:

- A. Inoperative;
- B. Wrecked;
- C. Dismantled in whole or in part;
- D. Abandoned.

Vehicles that are in the process of being repaired or restored shall not be considered “discarded” provided no more than two (2) such vehicles are visible by persons walking or driving upon any street or other public right-of-way and from adjacent properties.

***ENCLOSURE.*** Any garage, carport, building, basement, or area fenced by a fence which is solid, not to exceed fence height limitations set by City Code, maintained in a good state of repair, which shields the junk from view from all public rights-of-way and adjacent properties.

***JUNK.*** Includes inoperable motors, discarded vehicles or parts thereof, inoperable hauling or travel equipment or machinery or parts thereof, inoperable appliances or parts thereof, iron or metal, glass, paper, lumber, wood, tires or other waste or discarded material that are kept out of doors on any street or other public right-of-way or on a lot or premises, except in an enclosure concealing such junk from the view of persons walking or driving upon any street or other public right-of-way and from adjacent properties.

***PERSONAL IN CHARGE OF PROPERTY.*** An owner, agent, occupant, lessee, contract purchaser, or other person having possession or control of property or supervision of a construction project.

***PERSONAL RESPONSIBLE.*** The person responsible for abating a nuisance includes:

- A. The owner;
- B. The person in charge of property, as defined in this section;
- C. The person who caused a nuisance, as defined in this Chapter or another ordinance of the City, to come into or continue in existence.

***WRECKED.*** Substantially damaged through accident or other cause.

**§ 91.02 NUISANCES DECLARED; UNENUMERATED NUISANCES.**

A. The acts, conditions, or objects specifically enumerated and defined in this Chapter are declared public nuisances and may be abated by the procedures set forth in Chapter 36 of the Dunes City Code.

B. In addition to the nuisances specifically enumerated in this Chapter, every other thing, substance, or act that is determined by the City Code Enforcement officer to be injurious or detrimental to the public health, safety, or welfare of the City is declared a nuisance and may be subject to City-initiated abatement or penalty as provided in this Chapter.

**§ 91.03 NUISANCES AFFECTING PUBLIC SAFETY.**

A. *Containers, cisterns, and the like.* No person shall create a hazard by:

1. Maintaining or leaving, in a place accessible to children, a container with a compartment of more than one and one half (1 ½) cubic feet capacity and a door or lid that locks or fastens automatically when closed and that cannot be easily opened from the inside.

2. Being the owner or otherwise having possession of property on which there is a well, cistern, cesspool, excavation, or other hole of a depth of four (4) feet or more and a top width of twelve (12) inches or more and failing to cover or fence it with suitable protective construction.

B. *Unsafe buildings.* No person shall permit a building owned by the person to be in an unsafe condition, as defined in the building code of the State.

C. *Rights of Way.*

1. No person shall place on any public right-of-way debris, materials, refuse, buildings, structures, or other human constructed improvements.

2. No person shall fail to apply for a right-of-way permit as required by Dunes City Code.

3. No person shall commit or permit trespass upon the public right-of-way, with or without a permit to do so, when demand to cease or remove said trespass is issued by the City.

4. No person shall commit any act upon a public right-of-way when such act is prohibited by Dunes City Code or State statute.

D. Nuisances affecting public safety may be subject to a penalty as provided herein.

**§ 91.03 NUISANCES AFFECTING PUBLIC HEALTH.**

(A) *General nuisances affecting public health.* No person shall cause or permit a nuisance affecting public health on property owned or controlled by the person. The following are nuisances affecting public health and may be abated as provided in Chapter 36 of the Dunes City Code:

(1) Open vaults or privies constructed and maintained within the City, except those constructed or maintained in connection with construction projects in accordance with State Health Division regulations;

(2) Accumulations of debris, rubbish, manure, and other refuse that are not removed within a reasonable time as set by the City and that affect the health of the City's residents;

(3) Stagnant water that affords a breeding place for mosquitoes and other insect pests and rodents;

(4) Pollution of a body of water, well, spring, stream, or drainage ditch by sewage, industrial wastes, or other substances placed in or near the water in a manner that will cause harmful material to pollute the water;

(5) Premises that are in such a state or condition as to cause an offensive odor or that are in an unsanitary condition;

(6) Drainage of liquid wastes from private premises;

(7) Cesspools or septic tanks that are in an unsanitary condition or that cause an offensive odor;

(B) *Abandoned and discarded items prohibited.* No person shall keep junk or other items described below within the view persons walking or driving upon any street or public right-of-way, or from adjacent properties:

1. Abandoned appliances, including, but not limited to, freezers, refrigerators, iceboxes, water heaters, washers, dryers, ovens, etc;

2. Abandoned furniture including, but not limited to, items such as couches, chairs, tables, mattresses, etc;

3. Used wood or lumber containing nails or scattered in such a manner as to create a safety hazard;

4. Machinery which is inoperable, or parts thereof that would be a safety hazard to children or pets;

5. Scattered tires which are not being used for landscaping;
6. Any unguarded machinery, equipment, or other devices on property which may be attractive, accessible, and potentially dangerous to children;
7. Lumber, logs, or piling placed or stored in such a manner so as to be attractive, accessible, and potentially dangerous to children;
8. An open pit, quarry, cistern, or other excavation without adequate safeguards or barriers to prevent such places being used by children. This provision shall not apply to authorized construction projects if during the course of construction reasonable safeguards are maintained to prevent any injury to playing children;
9. More than two (2) discarded vehicles as defined in § 91.01 herein.

**§ 91.04 NUISANCES AFFECTING THE PUBLIC PEACE.**

A. No person shall create or assist in creating or permit the continuance of unreasonable noise in the City. The following enumeration of violations of this section is illustrative of some unreasonable noises, but is not exclusive:

1. Keeping an animal that causes annoyance, alarm, or noise disturbance for more than fifteen (15) minutes at any time of the day or night, be it repeated barking, whining, screeching, howling, braying or other like sounds which can be heard beyond the boundary of the owner's property;
2. Using an engine or device that is so loaded, out of repair, or operated in such a manner that it creates a loud or unnecessary grating, grinding, rattling or other noise;
3. Using a mechanical device operated by compressed air, steam, or otherwise, unless the noise created by it is effectively muffled;
4. Using or operating a loudspeaker or sound amplifying device so loudly that it disturbs persons in the vicinity.

B. Noise is presumed to be unreasonable if, during the hours of 7:00 a.m. to 7:00 p.m. it is audible to a person of normal hearing at a distance of 100 yards, or during the hours of 7:00 p.m. to 7:00 a.m., it is audible at a distance of 50 yards.

- § 91.25, Inspection; Notice to Abate – deleted.
- § 91.26, Abatement by Person Responsible – deleted.
- § 91.27, Joint Responsibility - deleted.
- § 91.28, Abatement by City – deleted.
- § 91.29, Assessment of Costs; Lien – deleted
- § 91.30, Summary Abatement – deleted
- § 91.98, Penalty – deleted and replaced.
- § 91.99, Appeals – deleted.

**§ 91.05 ABATEMENT PROCESS.**

Violations of the provisions of this Chapter will be abated in accordance with the process described in Chapter 36 of the Dunes City Code.

**§ 91.99 PENALTY.**

Any person violating any of the provisions of §91.01 *et. seq.* may be deemed guilty of a misdemeanor by the appropriate City authority, and upon conviction shall be fined in an amount set by Resolution of the City Council from time-to-time. Every day a violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

**Section 2. Severability Clause.**

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

**Section 3. Effective Date.**

This ordinance shall take effect thirty (30) calendar days after adoption and publication of a Notice of Adoption in accordance with Dune City Charter.

**Section 4. Repeal.**

The repeal of Ordinances 108 and 176 shall not affect any action occurring before the repeal takes effect. Ordinance Numbers 108 and 176 are hereby repealed.

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The first reading of this Ordinance was conducted in a regular meeting of the City Council of Dunes City, Oregon, on the 14<sup>th</sup> day of February 2013.

The second reading of this Ordinance was conducted in a regular meeting and adopted by the City Council of Dunes City, Oregon on this 14<sup>th</sup> day of March, 2013.

Ayes:   4   Nays:   0   Abstain:   0   Absent:   1   Vacant:   1  

ADOPTED BY THE DUNES CITY COUNCIL THIS 14<sup>th</sup> DAY OF MARCH, 2013.

[ Signed copy available at City Hall ]

Rebecca Ruede, Mayor

ATTEST:

[ Signed copy available at City Hall ]

Fred Hilden, City Recorder