



# City of Durham

17160 SW Upper Boones Ferry Rd.  
Durham, Oregon, 97224

Jordan Parente - City Administrator

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Wyatt Bean - Administrative Assistant

## CITY COUNCIL AGENDA

*Durham City Hall: Tuesday, September 22<sup>nd</sup>, 2026, 6:30 p.m.*

- A. **CITY COUNCIL WORK SESSION at 6:30 p.m.**
- B. **DURHAM ESTATES HEARING POSTPONED TO OCTOBER 27, 2026, CITY COUNCIL MEETING**
- C. **CWS IGA UPDATE**
- D. **OPEN REGULAR COUNCIL MEETING at 7:30 p.m.**
- E. **ROLL CALL OF COUNCIL MEMBERS**  
(Mayor Joshua Drake, Council President: Leslie Gifford, Councilors Gary Paul, David Streicher and Sean Lee)
- F. **COUNCIL MINUTES** - Council will consider adopting July 28, 2026, City Council meeting minutes (pages 1-5)
- G. **CALENDAR OF MEETINGS & EVENTS**
  - Tuesday October 13<sup>th</sup>, 2026, Regular Meeting of the Planning Commission at 7:00 p.m.
  - Tuesday October 27<sup>th</sup>, 2026, Regular Meeting of the City Council at 7:30 p.m.
- H. **PUBLIC FORUM**  
For matters not appearing elsewhere on the agenda. Matters requiring further investigation or detailed answers will be referred to City Staff for follow-up at a future meeting. Please limit your comments to no more than three (3) minutes.
- I. **NO PLANNING COMMISSION MEETING AUGUST 11, 2026, OR SEPTEMBER 8<sup>th</sup>, 2026**
- J. **FIRST READING OF ORDINANCE 276-26; AN ORDINANCE ESTABLISHING THE SOLID WASTE MANAGEMENT PLAN, STANDARDS AND RESPONSIBILITIES AND DECLARING AN EMERGENCY AND REPEALING ORDINANCES 269-25** (pages 6-26)
- K. **SECOND READING OF ORDINANCE 276-26; AN ORDINANCE ESTABLISHING THE SOLID WASTE MANAGEMENT PLAN, STANDARDS AND RESPONSIBILITIES AND DECLARING AN EMERGENCY AND REPEALING ORDINANCES 269-25**  
*Motion Required*
- L. **RESOLUTION 708-26: A RESOLUTION OF THE DURHAM CITY COUNCIL, OREGON GRANTING AN EXCLUSIVE FRANCHISE TO PRIDE DISPOSAL COMPANY, FOR SOLID WASTE COLLECTION AND TRANSPORT FOR THE CITY OF DURHAM, OREGON; AND FRANCHISE ACCEPTANCE** (page 27)  
*Motion Required*
- M. **RESOLUTION 709-26, A RESOLUTION OF THE CITY OF DURHAM ADJUSTING SOLID WASTE DISPOSAL RATES FOR PRIDE DISPOSAL COMPANY** (pages 28-33)
  - Pride will be available for questions*Motion required*
- N. **CWS REQUEST TO REMOVE 9 ASH TREES AT DURHAM PARK** (page 34-36)  
*Motion Required*
- O. **FIRST READING OF ORDINANCE 277-26; AN ORDINANCE OF THE CITY OF DURHAM, OREGON GRANTING A NON-EXCLUSIVE CABLE FRANCHISE TO COMCAST OF OREGON II, INC. AND REPEALING ORDINANCES NOS. 193-99, 194-99, 202-00, 209-01, 234-07, AND 258-15** (pages 37-110)  
Council shall conduct a public hearing to provide an opportunity for public comment on fee increases.
- P. **PUBLIC HEARING ON RESOLUTION 7XX-26; A RESOLUTION OF THE DURHAM CITY COUNCIL ESTABLISHING BUILDING PERMIT FEES FOR THE CITY OF DURHAM, OREGON**  
Council shall conduct a public hearing to provide an opportunity for public comment on fee increases (pages 111-115)  
*Motion Required*

**Q. FINANCIAL REPORTS**

- Financial Reports for July 2026 and August 2026 (pages 116-123)
- Approval of July Vendor Checks 17973-17998 totaling \$111,704.69 and EFTs & Payroll totaling \$ 29,440.51 (pages 124-125)
- Approval of August Vendor Checks 17999-18012 totaling \$25,516.48 and EFTs & Payroll totaling \$ 20,138.53 (pgs 126-127)

*Motion required*

**R. ADMINISTRATOR'S REPORT**

**S. COUNCIL COMMENTS & MISCELLANEOUS INFORMATIONAL ITEMS**

**T. ADJOURN**



**City of Durham**  
**CITY COUNCIL MEETING MINUTES**  
**July 28, 2026**

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**A. OPEN REGULAR COUNCIL MEETING.**

Mayor Joshua Drake opened the regular council meeting at 7:32 PM at Durham City Hall.

**B. ROLL CALL OF COUNCIL MEMBERS.**

Councilors present: Mayor Joshua Drake, Council President Leslie Gifford, Councilors Gary Paul, David Streicher, and Sean Lee

Councilors absent: None

Staff present: City Administrator Jordan Parente & Administrative Assistant Wyatt Bean

**C. COUNCIL MINUTES.**

Council considered adoption of June 23, 2026, City Council meeting minutes. Councilor Streicher moved to approve the minutes as presented. Councilor Paul seconded the motion. The motion passed unanimously (5-0).

**MO 072826-01**

**D. CALENDAR OF MEETINGS & EVENTS.**

Mayor Drake reviewed the upcoming calendar, including the August 11, 2026, Planning Commission meeting; the September 7, 2026, City Hall closure in observance of Labor Day; the September 8, 2026, Planning Commission meeting; and the September 22, 2026, City Council work session and regular meeting.

**E. PUBLIC FORUM.**

Mayor Drake opened the public forum. No members of the public were present in person or remotely, and no testimony was received.

**F. PLANNING COMMISSION MINUTES FROM JUNE 9<sup>th</sup>, 2026, & July 14<sup>th</sup>, 2026.**

City Administrator Parente stated that the June 9 minutes were included again because a page had been omitted from the prior Council packet. He reported that Planning Commission activity has been limited following adoption of the new tree code. The Commission's principal action in July was approval of a sign permit for Impact West. Commissioners also held general discussions regarding possible upcoming Development Code amendments and community engagement activities.

**G. RESOLUTION 706-26; A RESOLUTION OF THE DURHAM CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

City Administrator Parente explained that Durham has participated for many years in Washington County's Community Development Block Grant consortium, through which the County receives federal funding from the U.S. Department of Housing and Urban Development. Durham has not traditionally applied for the funds, but its participation supports the County's eligibility. The new agreement replaces the amended 2014 agreement, updates federal requirements, limits automatic renewal, and allows staff to serve on the advisory board.

In response to Council questions, City Administrator Parente stated that Durham could potentially seek funding for qualifying projects but has not previously had the capacity or a suitable project for which to apply. He also noted that continued participation benefits the broader county program.

Council President Gifford moved to adopt Resolution 706-26 authorizing the Mayor to execute the intergovernmental agreement with Washington County. Councilor Lee seconded the motion. The motion passed unanimously (5-0).

#### **MO 072826-02**

#### **H. RESOLUTION 707-26; A RESOLUTION OF THE DURHAM CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS FOR SERVICES.**

City Administrator Parente described the Mid-Willamette Valley Council of Governments as an intergovernmental organization that provides professional services to smaller jurisdictions. Durham could join as an affiliate for \$500 annually and obtain accounting, planning, project management, grant administration, legal, human resources, and other services on a as needed basis at specific rates.

Councilor Streicher asked whether the City should prioritize local professionals over providers based near Salem. City Administrator Parente stated that remote services are increasingly common and qualified governmental planners and accountants are difficult to find. He proposed using the Council of Governments for development review and accounting oversight while potentially retaining another planner for the Development Code update and broader internal planning work. This would provide greater institutional capacity and reduce reliance on individual providers whose departure could create service gaps, which have historically occurred .

City Administrator Parente anticipated using the organization for account reconciliations and future financial reports. He stated that accounting services would be substantially less expensive than the current arrangement, planning rates were comparable. Specific accounting practices will be discussed before beginning work with the organization.

Council discussed the flexibility to request services such as grant administration, technical document preparation, project management, and temporary specialized assistance. Councilor Lee supported the options the agreement would provide, and Councilor Paul noted that the one-year membership offered a low-cost opportunity to evaluate the services.

Council President Gifford moved to adopt Resolution 707-26 authorizing the City Administrator to execute the intergovernmental agreement with the Mid-Willamette Valley Council of Governments. Councilor Lee seconded the motion. The motion passed unanimously (5-0).

#### **MO 072826-03**

#### **I. NUISANCE ABATEMENT STAFF DIRECTION 7664 SW TAYLOR LANE.**

City Administrator Parente reported that Emerald Homes NW constructed retaining walls along SW Cambridge Lane within the public utility easement adjacent to 7664 SW Taylor Lane at the Durham Estates development without approval and contrary to the development's approved site and design plans. He explained that the easement preserves space near the roadway for utilities and is treated similarly to right-of-way under the Durham's ordinance.

Photographs and site plans showed the walls' proximity to the sidewalk and location within the easement. City Administrator Parente reported that the City Engineer raised serious concerns about public safety, the manner of construction, the stability of the retaining wall, and lack of engineering documentation. Their opinion is that the structure poses a liability to the City and should be removed from obstructing the utility easement.

The developer proposed vacating the easement and relocating it beneath private driveways. Staff opposed this because it would undermine the easement's purpose, potentially require future excavation of private roads, and inconvenience residents. Councilor Paul said that in 30 years of working on construction projects no structures were built in a public utility easement, and this is general industry knowledge.

City Administrator Parente stated the City Attorney recommended nuisance abatement as an enforcement option. The process would provide notice and an opportunity for voluntary correction, followed by a quasi-judicial hearing, if necessary. If the City ultimately abated the nuisance the City would incur legal and construction expenses and assess appropriate costs against the property.

Council expressed concern about the public-safety risks resulting from the unpermitted work. Council President Gifford moved to direct staff to proceed with nuisance abatement for the unpermitted retaining wall adjacent to 7664 SW Taylor Lane. Councilor Streicher seconded the motion. The motion passed unanimously (5-0).

**MO 072826-04**

City Administrator Parente also reported complaints about tall grass at Durham Estates. His repeated requests to abate the issue have not produced an adequate response and he plans to issue written notice under the nuisance ordinance provisions.

**J. FINANCIAL REPORTS.**

Council considered the June 2026 financial reports and approval of vendor checks 17957 through 17972 totaling \$15,972.44 and EFTs and payroll totaling \$19,896.76. Council President Gifford moved to approve the vendor checks, EFTs, and payroll as presented. Councilor Paul seconded the motion. The motion passed unanimously (5-0).

**MO 072826-05**

**K. ADMINISTRATOR'S REPORT.**

City Administrator Parente reported that SW Upper Boones Ferry Road would be closed at the railroad crossing from approximately August 10 through August 14 for track repairs, preventing through traffic in both directions. Signs have been installed. The City posted notice online and plan to inform businesses.

He confirmed that Auditor Roy Rogers' letter had been forwarded to Council and Resolution 693-26 restored to the City website. Bark chips had also been installed around the treed lot and path. A small dead wild cherry tree near SW Rivendell Drive and SW Upper Boones Ferry Road was identified for possible removal, and Council agreed that staff should follow the established public-notice process before returning the matter for consideration.

City Administrator Parente reported that individuals previously removed from an encampment in Durham Park only relocated about 100'. A fence installed to keep people away from the rail line had been cut near the encampment. Staff asked Tualatin Police to repost the notice to vacate the area and address the unlawful overnight camping. Council agreed that police involvement was appropriate.

Staff also received a complaint about a camper repeatedly parking overnight on a residential street. City Administrator Parente reviewed the ordinance prohibiting certain campers, motor homes, and heavy vehicles from parking on residential streets between 9:00 p.m. and 7:00 a.m. Council discussed consistent enforcement while distinguishing recurring overnight occupancy from temporary neighborhood use by residents. Tualatin Police contacted the camper owner, who said it will be moved.

City Administrator Parente reported the City is preparing an application for up to \$100,000 from the Tualatin Soil and Water Conservation District. The project could include invasive-species removal, native planting, treatment or removal of ash trees threatened by emerald ash borers, erosion control, fencing, and streambank restoration in Durham Park and the treed lot. He estimated the application would take four to eight hours, and the City may be eligible for grant-administration costs. Council supported seeking the maximum justified amount.

Approximately 60 people attended Durham's July 4 celebration, which included a display of Durham memorabilia, music, food, and activities. The City obtained the required temporary restaurant license and the event remained under budget.

City Administrator Parente also reported that the City Hall landlord remained interested in having the City stay and raised the possibility of an installment purchase. Council discussed longer-term seller financing, funds already reserved, purchasing the entire property, potential rental income, and future renovation costs. No formal proposal has been received.

Staff stated that additional changes would be needed to align Durham's building fees with Tualatin's final fee schedule and that the State would need to be notified again.

City Administrator Parente discussed renewal of a Peters Road home-occupation business license that had previously generated traffic complaints. Since the applicant certified compliance in their most recent renewal application, staff planned to renew the license while providing written notice of the updated business-license ordinance and the requirement to comply with all applicable laws. Councilor Streicher suggested confirming whether municipal court penalties could apply to future violations.

City Administrator Parente advised Council that he would be on vacation during the second week of August. Administrative Assistant Bean reported that the audit would begin the following week and distributed annual audit questionnaires. Staff also reported that Tualatin's Council had approved the policing intergovernmental agreement, although final signed copies have not yet been received.

#### **L. COUNCIL COMMENTS & MISCELLANEOUS INFORMATIONAL ITEMS.**

Mayor Drake stated that his questions regarding the City Hall lease had been addressed during the Administrator's Report and complimented the July 4 celebration. No additional Council comments were offered.

#### **M. ADJOURN.**

Mayor Drake adjourned the meeting at 8:52 PM.

**Approved:**

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**Joshua Drake, MAYOR**

**Attest:**

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**Jordan Parente, CITY ADMINISTRATOR/RECORDER**

DRAFT



# City of Durham

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Durham, Oregon 97224

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**Jordan Parente - City Administrator**

**Wyatt Bean - Administrative Assistant**

## MEMORANDUM

DATE: September 22, 2026  
TO: City Council  
FROM: Jordan Parente  
RE: Proposed Solid Waste Management Ordinance Changes

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### Background

In June 2025, the City Council adopted Ordinance 269-25, which updated Durham's solid waste management requirements and continued the City's exclusive franchise relationship with Pride Disposal. Since adoption, City staff and Pride Disposal have identified several minor revisions needed to align the ordinance with current regional requirements and clarify existing service obligations. Proposed Ordinance 276-26 incorporates those revisions and repeals Ordinance 269-25.

### Proposed Changes

- **Definitions.** Adds definitions for "Acceptable Recyclable Materials" based on the Oregon Department of Environmental Quality's Local Government Recycling Acceptance List and for "Bulky Waste" based on Metro rules.
- **Bulky waste service.** Clarifies that requested bulky waste collection must be available within two weeks and that service rates must be disclosed upfront and be transparent. It also adds bulky waste to the customer education topics provided by the franchisee.
- **Recycling Modernization Act compliance.** Adds franchisee responsibilities supporting the City's contamination-reduction obligations under ORS 459A.929 and related administrative rules. Pride Disposal must perform duties assigned in the City's approved contamination reduction work plan and provide the data needed for Washington County's annual Opportunity to Recycle reporting by January 15 for the prior calendar year.
- **Administrative terminology.** Replaces references to the City Administrator's "designee" with "duly authorized representative" in the collection-hours waiver, rulemaking, and enforcement provisions.
- **Housekeeping corrections.** Corrects minor wording and grammar, including "appropriately colored receptacles" and "block access" to a container or drop box, and updates ordinance numbers, dates, and repeal references.

### Fiscal Impact

No direct fiscal impact to the City is anticipated. The amendments primarily clarify Pride Disposal's existing service and reporting responsibilities.

### Recommendation

Staff recommends that the City Council adopt Ordinance 276-26, including the emergency clause, to place the updated requirements into effect immediately.

**CITY OF DURHAM,  
COUNTY OF WASHINGTON, STATE OF OREGON**

**ORDINANCE 276-26**

**AN ORDINANCE ESTABLISHING THE SOLID WASTE MANAGEMENT ORDINANCE PLAN,  
STANDARDS AND RESPONSIBILITIES AND REPEALING ORDINANCES 269-25 AND DECLARING  
AN EMERGENCY**

**WHEREAS**, the Durham City Council established an exclusive franchise agreement with Pride Disposal Company for solid waste services by way of Ordinance 269-25; and,

**WHEREAS**, the Durham City Council has determined that it is in the best interests of the City of Durham and Pride Disposal Company to update the Solid Waste Management Ordinance as set forth in, Exhibit “A”, attached hereto to align with regional requirements brought forth by the Recycling Modernization Act and Washington County.

**NOW, THEREFORE, THE CITY OF DURHAM, OREGON, ORDAINS AS FOLLOWS:**

- Section 1. The regulations regarding solid waste management, and the collection and transport of waste and recyclable materials set forth in Exhibit “A” are hereby adopted and incorporated into this Ordinance by reference. The City Administrator is authorized to correct any scrivener’s errors that may be found in Exhibit “A” during codification.
- Section 2. Ordinance 269-25 is hereby repealed in its entirety.
- Section 3. If any provision, section, phrase, or word of this Ordinance or its application to any person, or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.
- Section 4. This Ordinance being necessary to protect the public’s health and safety an emergency is declared, and the Ordinance shall take effect immediately upon being passed and adopted by the City Council.

**PASSED AND ADOPTED** by the City of Durham, Oregon, this 22nd day of September 2026.

**First Reading:** September 22, 2026

**Second Reading:** September 22, 2026

**CITY OF DURHAM**

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

Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator/Recorder

**City of Durham**  
**Ordinance 276-26 Exhibit “A”**  
**Solid Waste Management Ordinance**

**Sections:**

1. Title for citation.
2. Purpose, policy, and scope of ordinance provisions.
3. Definitions.
4. Franchise-Granted to certain persons.
5. Scope of Regulations.
6. Franchise-Fees.
7. Franchisee Records.
8. Responsibility of franchisee.
9. Franchise-Transfer, suspension, modification or revocation-Conditions.
10. Rates for service.
11. Container requirements and collection limitations.
12. Stationary solid waste compactors.
13. Offensive wastes prohibited.
14. Unauthorized deposits prohibited.
15. Interruption of franchisee’s service.
16. Termination of service by franchisee.
17. Subcontracts.
18. Business Recycling Requirement.
19. Rules and regulations.
20. Enforcement officers.
21. Penalty.

**1. Title for citation.**

- A. The ordinance codified herein shall be known as the City of Durham “solid waste management ordinance,” and may so be cited and pleaded, and shall be cited herein as “this ordinance.”

**2. Purpose, policy, and scope of ordinance provisions.**

- A. It is declared to be in the public interest for the City of Durham to establish this policy relative to the matters of solid waste management to:
  1. Provide sufficient waste volume to sustain solid waste management facilities necessary to achieve resource recovery goals established by the City, County, State Department of Environmental Quality, and Metropolitan Service District;
  2. Provide the basis for agreements with other governmental units and persons for regional flow control to such facilities;
  3. Insure safe accumulation, storage, collection, transportation, disposal, or resource recovery of solid waste;

Solid Waste Management Ordinance

4. Insurance maintenance of a financially stable, reliable solid waste collection and disposal service;
5. Ensure rates that are just, fair, reasonable, and adequate to provide necessary service to the public;
6. Prohibit rate preference and other discriminatory practices which benefit one customer at the expense of other customers of the service or the general public;
7. Conserve energy and material resources;
8. Eliminate overlapping service to reduce truck traffic, street wear, air pollution, and noise;
9. Provide standards for solid waste service and public responsibilities; and
10. Provide technologically and economically feasible recycling by and through solid waste collectors.

**B. No person shall:**

1. Provide service, offer to provide service or advertise for the performance of service without having obtained a franchise from the City of Durham;
2. Accumulate, store, collect, transport, dispose of, or resource recover solid waste except in compliance with this ordinance, other city codes, and Chapter 459, Oregon Revised Statutes, dealing with solid waste management and regulations and amendments promulgated under any of the foregoing.

### **3. Definitions.**

- A. "Acceptable Recyclable Materials" as defined by Local Government Recycling Acceptance List in OAR 340-090-0630(2) and materials approved by the Department of Environmental Quality pursuant to ORS 459A.914(4) or OAR 340-090-0630(7).
- B. "Bulky Waste" common items, central to home life, that do not fit inside a garbage can or recycling bin, such as old mattresses, sofas, refrigerators, or as otherwise defined in Oregon Metro's Administrative Rules.
- C. "Business food waste" means solid waste consisting of food waste removed from the food supply chain that is not fit for human or animal consumption.
- D. "Business recycling service customer" means a person who enters into a service agreement with the franchisee for business recycling services.
- E. "Compactor" means a stationary or self-contained powered machine which remains stationary when in operation with operating controls designed to compact solid waste from multifamily residential, industrial, or commercial customers into either a detachable or integral container. The term "compactor" does not include a household, mechanical device located within a residential dwelling, which is used exclusively by the occupants of that dwelling. The term "compactor" does not include any mechanical device used by a franchisee, which is attached to the franchisee's mobile collection vehicle.
- F. "Council" or "City Council" means the City Council of the City of Durham.
- G. "Curbside" means solid waste receptacles placed by the Customer for pickup within five (5) feet of a public roadway or at a location approved by the franchisee.

- H. "Customer" means any person who receives service from a franchisee or permittee.
- I. "City Administrator" means the City of Durham City Administrator.
- J. "Franchise" means the right to provide service granted to a person pursuant to this ordinance.
- K. "Franchisee" means any person awarded a franchise pursuant to Section 4 of this Ordinance.
- L. "Person" means any individual, partnership, association, corporation, business, trust, firm, estate, joint venture, or other public or private legal entity.
- M. "Placed out for collection" means solid waste has been placed by the customer for service by the franchisee under the requirements of this ordinance.
- N. "Putrescible material" means organic materials that can decompose and may give rise to foul-smelling, offensive odors or products.
- O. "Recycling" means any process by which solid waste materials are transformed into new products in such a manner that the original products lose their identity.
- P. "Resource recovery" means the process of obtaining useful material or energy resources from solid waste and including energy recovery, materials recovery, recycling and reuse of or from solid waste.
- Q. "Reuse" means the return of a commodity into the economic stream for use in the same kind of application as before without a change in its identity.
- R. "Service" means the collection, transportation, storage, transfer, disposal of, or resource recovery of solid waste, including solid waste management.
- S. "Solid waste" means all putrescible and non-putrescible waste, including but not limited to garbage, rubbish, refuse, ashes, wastepaper and cardboard; residential, commercial, industrial, demolition, and construction waste; discarded home and industrial appliances; vegetable or animal solid and semisolid waste; dead animals, infectious waste as defined in ORS 459.387, and other waste.
  - 1. For the purpose of this subsection, "waste" means any material that is no longer wanted by or is no longer usable by the generator, producer, or source of the material, which material is to be disposed of or to be resource-recovered by another person. The fact that materials, which would otherwise come within the definition of "waste" may from time to time have value and thus be resource-recovered does not remove them from this definition. Source-separated wastes are "wastes" within this subsection.
  - 2. The term "solid waste" does not include any "hazardous waste" as defined pursuant to ORS Chapter 466.
- T. "Solid waste management" means the prevention or reduction of solid waste; management of the storage, transfer, collection, transportation, treatment, utilization, processing and final disposal of solid waste; or resource recovery from solid waste; and facilities used for those activities.
- U. "Source separate" means the customer separates recyclable material from other solid waste.

#### **4. Franchise – Granting to Certain Persons.**

- A. Subject to provisions of this section, this ordinance, the City charter, and any amendments to these documents, the Council may, by resolution, grant exclusive or nonexclusive franchises, with or without competitive bidding, to provide Service within the City. Each entity that is granted a franchise under this section shall sign a form created by the City Administrator, accepting the franchise and agreeing to abide by the terms of this Ordinance and the awarding resolution. Nonperformance of the terms and conditions of the franchise requirements in this Ordinance may result in financial and operating penalties to the franchisee, and may result in the loss or limitation of the franchisee's right to provide services. No person may provide Service within the corporate limits of the City without a valid franchise awarded pursuant to this subsection.
- B. The rights, privileges, responsibilities, and franchise granted by a resolution adopted pursuant to subsection (A) of this section shall be effective for a five (5) year term. The initial term of a franchise granted by a resolution adopted on or before July 1, 2026 shall commence on July 1, 2026. Any other franchise granted by a resolution adopted pursuant to subsection (A) shall commence on the date set forth in such resolution. Unless the council acts to terminate further renewals of any franchise granted herein, each franchise is automatically renewed for a term of five (5) years on the annual anniversary date of the franchise commencement date. By way of example, for a franchise granted with a term beginning July 1, 2026, the franchise shall automatically renew for a term of five (5) years on every July 1 unless the council acts to terminate further renewals.
- C. Where any area is annexed into the City of Durham and the area had been franchised by Washington County for solid waste collection services prior to annexation, the county franchise shall be recognized as to the area; but service, term and other requirements shall be those of this ordinance. If the area was previously franchised by the County to a current franchisee of the City, the area shall remain with such franchisee. An acceptance of franchise must be signed and recorded as required by the City Administrator.

#### **5. Scope of Regulations.**

- A. No person may provide Services within the corporate limits of the City or take any other action in violation of the requirements of this Ordinance.
- B. Nothing in this Ordinance shall:
  - 1. Prohibit any person from collecting or transporting any waste, produced by that person, from the site at which it is produced, in a vehicle with a gross vehicle axle weight rating of no more than 10,000 pounds directly to an authorized disposal or recycling or resource recovery facility, or resource recovering waste produced by that person, so long as that person complies with this ordinance, other city ordinances, and Chapter 459 Oregon Revised

Solid Waste Management Ordinance

Statutes, dealing with solid waste management, and regulations promulgated under any of the foregoing. For purposes of this subsection, solid waste produced by a tenant, licensee, occupant, or similar person is produced by such person and not by the landlord, property owner, or agent of either the landlord or property owner, and except as provided herein, no person shall provide services to any tenant, lessee, or occupant of any property of such person, and the landlord or property owner shall provide service through the franchisee. The vehicle weight limitation in this subsection 1 does not apply to the transportation of any material authorized by any other subsection of this subsection D.

2. Prohibit a generator of source separated recyclable material from selling or exchanging such material to any person for fair market value for recycling or reuse;
3. Prohibit any person from transporting, disposing of, or resource recovering, sewage sludge, septic pumpings, and cesspool pumpings;
4. Prohibit any person license as a motor vehicle wrecker under ORS 481.345 et seq. from collecting, transporting, disposing of, or utilizing motor vehicles or motor vehicle parts;
5. Prohibit the City Council from withdrawing certain solid waste services by amendment to this ordinance on the basis of a finding that such regulation is not necessary for the implementation of the purposes of this ordinance or a city, county, or metropolitan service district solid waste management plan;
6. Prohibit any person transporting solid waste through the city that is not collected within the city;
7. Prohibit a contractor registered under ORS Chapter 701 from hauling waste created in connection with the demolition, construction, or remodeling of a building or structure or in connection with land clearing and development. Such waste shall be hauled in equipment owned by the contractor and operated by the contractor's employees;
8. Prohibit the collection, transportation, and reuse of repairable or cleanable discards by private charitable organizations regularly engaged in such business or activity including, without limitation, Salvation Army, Goodwill, St Vincent De Paul, and similar organizations;
9. Prohibit the operation of a fixed location where the generator, producer, source or franchised collector of solid waste brings that waste to a fixed location for transfer, disposal, or resource recovery; provided, however, that the establishment or maintenance of any such location brought into being after April 1, 1978, shall be only by permit issued by City Administrator;
10. Prohibit the collection, transportation, or redemption of beverage containers under ORS Chapter 459;
11. Prohibit a person from transporting or disposing of waste that is produced as an incidental part of a regular carrying on of the business such as gardening or landscaping service, or rendering (These sources do not include the

- collection, transportation, or disposal of accumulated or stored waste generated or produced by other persons);
12. Require franchisee to store, collect, transport, dispose of, or resource recover any hazardous waste as defined by or pursuant to ORS Chapter 466; provided, however, that franchisee may engage in a separate business of handling such waste separate and apart from this franchise and ordinance;
  13. Prohibit a nonprofit charitable, benevolent, or civic organization from recycling solid waste provided that such collection is not a regular or periodic business of such organization. The organizations shall comply with all applicable provisions of this ordinance.
  14. Prohibit any municipal corporation, special district, state, or federal governmental entity from accumulating, storing, collecting, transporting, disposing or, or resource recovering solid waste generated from or by the operations of those entities as long as the entity complies with this ordinance, or other city ordinances, and Chapter 459 Oregon Revised Statutes, dealing with solid waste management, and regulations promulgated under any of the foregoing.
- C. Where a permit is required from the City Administrator, it shall be issued only upon the Administrator finding that the service is needed, has not been provided by a franchisee or, in the case of fixed base facilities, by other persons. The City Administrator shall give due consideration to the purposes of this ordinance. They may attach such conditions as they determine are necessary to obtain compliance with this ordinance and may restrict the term of such a permit. The permittee will comply with all applicable provisions of this ordinance.
- D. Solid waste placed out for collection, whether or not source-separated, belongs to the franchisee when so placed; or, where placed out for collection by a permittee, belongs to the permittee.
- E. No person shall deposit material in or remove material from any drop box or container supplied by a franchisee without permission of franchisee.
- F. No person shall take or remove any solid waste placed out for collection by a franchisee or permittee under this ordinance.
- G. Notwithstanding other provisions of this section, if the Council finds that on-route recycling is technologically and economically feasible and directs that it be instituted:
1. Franchisee shall be given advance notice of a hearing on the subject an opportunity to be heard;
  2. If, after the hearing and on the basis of written findings, the Council directs the service to be provided, the franchisee shall be given a reasonable opportunity to provide the service or subcontract with other persons to provide it;
  3. If the franchisee does not provide the service within the specified reasonable time, the Council may issue a franchise or franchises for that service and limited to on-route recycling. A franchisee under this subsection shall comply with all applicable requirements of this ordinance;

4. Nothing in this subsection shall prevent the franchisee from instituting on-route recycling prior to a Council determination nor from including income and expenses in the rate justification section;
5. Section 8 requires franchisees to provide the opportunity to recycle, to include on-route recycling, in accordance with applicable law. This subsection is intended to provide a process by which the Council may create on-route recycling requirements in addition to those found in other applicable law.

## **6. Franchise-Fees.**

- A. Effective January 1, 1996, as partial compensation for the rights granted to each franchisee and for the use of city streets, the franchisee shall pay to the City a fee equal to four percent (4%) of gross income accruing to it from any source from its business operations within the city limits, including but not limited to all solid waste services and from the sale or other disposal of recyclable materials collected within the City limits no matter where that matter is sold or otherwise disposed. Such fees shall be computed on a quarterly basis and paid within thirty (30) days following the end of each quarter calendar year period.
- B. Willful misrepresentation of gross cash receipts by a franchisee shall constitute cause for immediate revocation of the franchise, pursuant to Section 9 of this ordinance.
- C. The franchise fee shall be in lieu of any business license or regulatory fee or tax, but shall not be in lieu of any ad valorem tax, imposed by the City of Durham.

## **7. Franchisee Records.**

- A. The franchisee shall maintain records of income and expenses each calendar year according to generally accepted accounting principles for not less than three (3) years after the end of that year.
- B. The City may audit or review said books and records as it deems necessary. Information obtained from such audits or reviews may be used to determine the amounts due to the City under the provisions of this franchise agreement. Such information may also be used by the City to determine costs of particular services, to determine changes to the schedule of solid waste rates, or for any other regulatory purpose related to the administration of this ordinance. The City shall maintain the confidentiality of such records to the extent allowed by the Oregon Public Records Law. However, the City may provide information obtained pursuant to this franchise to other governmental agencies involved in the regulation of the provision of solid waste service. If such information is shared, the City shall, prior to delivery of the information, receive a written assurance from the receiving agency that the confidentiality of the information shall be maintained to the extent allowed by Oregon Public Records Law.

## **8. Responsibility of Franchisee.**

- A. Every Franchisee shall:

1. Resource-recover or dispose of wastes collected at sites approved by the city that are in compliance with Chapter 459, Oregon Revised Statutes and regulations promulgated thereunder;
2. Provide and keep in force public liability insurance, with a thirty-day cancellation clause, with a combined single limit of two million dollars, relating to a single occurrence, which shall be evidenced by City Recorder. The City shall be named as an additional named insured on the policy. The insurance shall indemnify and save the City harmless against liability or damage which may arise or occur from any claim resulting from the franchisee's operation under this ordinance. In addition, the policy shall provide for the defense of the City for any such claims;
3. Furnish sufficient collection vehicles, containers, facilities, personnel, finances, and scheduled days for collections in each area of the city necessary to provide all types of services required under this ordinance or subcontract with others to provide such service pursuant to this ordinance;
4. Provide a cash security deposit or a performance bond in the amount of five thousand dollars to guarantee payment to the city or other affected person of a judgement secured against the franchise holder because of work performed that does not conform with the requirements of this ordinance or other ordinances of the city. The deposit or bond shall continue until one year after expiration of the franchise, or until all claims or demands made against the franchisee have been settled or secured;
5. Collect no single-family residential solid waste before six a.m. or after six p.m. unless this condition is waived by the City Administrator or duly authorized representative;
6. Provide collection and disposal of solid waste from all city facilities, city parks, city sidewalk containers, and city activity areas at no cost to the city on a regular schedule;
7. Make collection no less often than once each week, except for will-call collections, drop box operations, bi-weekly recycling program, and glass and motor oil collection and except as provided in Section 8.A.12.
8. Permit inspection by the City of the franchisee's facilities, equipment, and personnel at reasonable times;
9. Respond to all calls for special hauling requiring equipment regularly supplied by franchisee within ninety-six hours of receiving said call unless a later pickup is agreeable to the customer. Special hauling of containers or drop boxes supplied by franchisee is dependent upon availability of those containers or boxes;
10. Provide the opportunity to recycle to all residential, commercial, and industrial sources of recyclable material in compliance with state and local laws and regulations including, without limitation, this ordinance, other provisions of the city code, applicable Metropolitan Service District and state Department of Environmental Quality rules and regulations and the Oregon Recycling Opportunity Act (Chapter 729, Oregon Laws 1983). The opportunity

to recycle shall include on-route or depot collection of source separated recyclable material, a public education and promotion program that encourages participation in recycling, and notification to all customers of the opportunity and terms of recycling service. In addition, the franchisee shall provide regular opportunities for disposal of non-putrescible waste, yard debris, discarded appliances, and other waste and shall comply with state and local laws and regulations adopted from time to time for the specific waste materials;

11. On an annual basis, franchisee shall provide at least one day of bulky waste removal to all residents of the City at no charge. The franchisee and City Administrator will work together to determine a date for the “no charge” bulky waste removal day, including a comprehensive list of items to be collected;
12. Adhere to the following multi-family dwelling service standards:
  - a. The franchisee shall provide the following minimum collection service volumes:
    - 1) Twenty (20) gallons per unit per week for garbage.
    - 2) Twenty (20) gallons per unit per week for mixed recycling.
    - 3) One (1) gallon per unit per week for source-separated glass.
    - 4) Ensure all material streams are collected at least weekly. On call services are exempt from collection frequency and minimum service volume requirements.
  - b. All multi-family plastic receptacles for garbage, acceptable recyclable materials, and yard debris and/or food scraps ordered after July 1, 2022, must contain at least 30% post-consumer recycled content.
  - c. All multi-family receptacles ordered after July 1, 2022, must comply with the following color standards. However, the requirements of this section do not apply when service is provided by drop box or compactor:
    - 1) Garbage receptacles shall be gray or black.
    - 2) Mixed recycling receptacles shall be blue.
    - 3) Compostable materials receptacles shall be green.
    - 4) Source-separated glass receptacles shall be orange.
  - d. The franchisee shall provide appropriately colored receptacles by no later than July 1, 2028.
  - e. The franchisee shall ensure that all receptacles are labeled with County-approved decals for acceptable recycling materials, glass, compostable materials, and garbage no later than December 31, 2023. Existing decals or stickers must be removed and replaced with the appropriate decal.
  - f. Ensure provision of regularly occurring bulky waste collection service. Bulky waste collection will be available within two weeks from request. Rates for service must be upfront and transparent.
  - g. On an annual basis the franchisee shall provide to a property manager information regarding the County’s multi-family assistance program and a description of services and rates, recycling guidelines, resources and options, and franchisee contact information that shall include the

business address, telephone number, and e-mail address. The franchisee must provide the County with verification annually that the required information has been provided to property managers;

13. Annually provide comprehensive education and assistance for waste, recycling, and reuse services to all customers, including single-family, multifamily, and business customers.
  - a. Comprehensive education and assistance includes:
    - 1) Information about waste prevention, reuse, recycling, yard debris, bulky waste and food waste.
    - 2) Instructions about the proper preparation of materials for recycling, composting, and disposal.
    - 3) Contact information for customers to receive additional information or assistance.
  - b. All information provided by the franchisee under this section must be accurate, culturally-responsive, and reflect local conditions. Culturally-responsive means adapted to maximize the respect and relevance to the beliefs, practices, culture, and linguistic needs of diverse consumer populations and communities.
  - c. As part of the education and assistance required by this Section, franchisee must provide direct performance feedback to individual customers regarding any contamination of acceptable recyclable materials.
  - d. Franchisees must provide timely inclement weather notifications in multiple languages and through a variety of media.

- B. A franchisee may require a contract from a customer who requires an unusual service involving added or specialized equipment solely to provide that service. The purpose of this subsection is to prevent the added cost from being assessed against other ratepayers if the customer later withdraws from the service.

In accordance with the Oregon Pollution Prevention and Recycling Modernization Act (ORS 459A.929) and related administrative rules, the City must adhere to contamination reduction requirements established by the Oregon Department of Environmental Quality (“DEQ”). The franchisee shall perform the specific duties assigned as outlined in the contamination reduction work plan, as reviewed and approved by the City, prior to each respective fiscal year. The franchisee shall provide the City with information required, as determined by the DEQ, to be included in the annual Opportunity to Recycle reports completed on behalf of the City by Washington County. Each calendar year, the franchisee shall provide such data from the prior calendar year by January 15<sup>th</sup>.

## **9. Franchise-Transfer, suspension, modification, or revocation-Conditions.**

- A. No franchisee shall transfer a franchise or any portion thereof to other persons without sixty days prior written notice of intent and the subsequent written approval of City Council, which consent shall not be unreasonably withheld. The City Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchisee. A pledge of this franchise as financial security shall be considered as a transfer for the purposes of this subsection. The City Council may attach whatever

conditions it deems appropriate to guarantee maintenance of service and compliance with this ordinance.

- B. Failure to comply with a written notice to provide the services required by this ordinance or to otherwise comply with the provisions of this ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, or suspension of franchise.
  - 1. After written notice from the City Council that such grounds exist, the franchisee shall have thirty days from the date of mailing of the notice in which to comply or to request a public hearing before the City Council.
  - 2. If franchisee fails to comply within the specific time or fails to comply with the order of the City Council entered upon the basis of written findings at the public hearing, the City Council may suspend, modify, or revoke the franchise or make such action contingent upon continued noncompliance.
  - 3. At a public hearing, franchisee and other interested persons shall have an opportunity to present oral, written, or documentary evidence to the City Council. The findings of the City Council thereon shall be conclusive; provided, however, that such action may be reviewed by a court on a writ of review.
  - 4. If the City Council finds an immediate and serious danger to the public through creation of a health or safety hazard, it may take action to alleviate such condition within a time specified in the notice to the franchisee and without a public hearing prior to taking such action.
- C. The City or franchisee may propose amendments to this franchise. Proposed amendments shall be in writing and delivered to the City Administrator and the franchisee. The City Administrator shall present the proposed amendments to the City Council or Franchisee, respectfully. After review of the proposed amendments to the franchise, the City Council may, after public hearing, adopt the amendments. After adoption by the City Council, the franchisee may sign an acceptance of the amendments. The franchise shall be amended upon acceptance of the amendments by the franchisee.

## **10. Rates for service.**

- A. The rates to be charged to all persons by the franchisee shall be reasonable, uniform, and based upon the level of service rendered or required by state or local laws or regulations, haul distance, concentration of dwelling units and other factors which the City Council considers to justify variations in rates that outweigh the benefits of having a single rate structure unless otherwise noted in this ordinance;
- B. Nothing in this section is intended to prevent:
  - 1. The reasonable establishment of uniform classes of rates based upon length of haul, type of waste stored, collected, transported, disposed of, salvaged, or utilized; or the number, type, and location of customer's service, or the type of services; the service required by laws and regulations; or upon other factor as long as such rates are reasonably based upon the cost of the particular

- service and are approved by the City Council in the same manner as other rates;
2. The franchisee from volunteering service at reduced cost for a civic, community, benevolent, or charitable program.
- C. Rates to be charged by the franchisee under this ordinance shall be set by the City Council by resolution as deemed necessary by the Council. Changes in charges to the franchisee for solid waste disposal site fees and other similar charges directly related to the transportation and disposal of solid waste imposed by a governmental agency shall be included in the rates, provided such changes must be evenly distributed among the rates. The franchisee shall provide sixty days written notice in advance of the proposed rate change, with accompanying justification for all other proposed rate changes. The Council shall give due consideration to the purposes of this ordinance and the annual report filed by the franchisee in evaluating the proposed rate changes.
- D. The franchisee shall be provided with thirty-day prior written notice with accompanying justification for a city-initiated reduction in rate schedule.
- E. Unless a governmental unit or legislative body has raised or lowered the cost of providing service or there is a substantial increase in the cost of doing business that was not provided for in the previous rate adjustment, rate adjustments shall be made annually on the following schedule:
1. On or before March 15<sup>th</sup>, the franchisee shall file an annual report in a form approved by the City Administrator, with the City Administrator for the year ending the previous December 31<sup>st</sup>.
  2. The City Administrator shall report to the council by April 1<sup>st</sup> on the franchisee reports and proposed rate adjustments, if any. The City Administrator may make such recommendations as appropriate to the rate determination. A copy shall be delivered to the franchisee.
  3. The Council may set a hearing on any proposed rate adjustment.
  4. Unless there is good cause shown and recorded in the minutes of the Council, the Council shall act upon any rate adjustment by May 31<sup>st</sup>, and the adjustment shall take effect June 1<sup>st</sup>. Rate adjustments shall be by resolution of the Council.
  5. The reports are required from the franchisee regardless of a rate adjustment request.
- F. Emergency rates or an interim rate for a new or altered service may be set by the City Administrator; provided, however, that an emergency interim rate is not valid for more than six months from the effective date. The City Administrator shall report any emergency or interim rate adopted together with justification to the Council for action by resolution and order, if the rate is to continue for more than six months.
- G. Rates established by the Council are fixed rates and the franchisee shall not charge more or less than the fixed rate unless pursuant to the provisions of this section.
- H. Nonscheduled services shall be charged at the reasonable cost of providing the service taking into consideration the factors in subsection B.1 and C of this section and as determined by the franchisee.

- I. In establishing rates, the Council may set uniform rates, uniform rates by zone, and different rates for collectors where there is a service and cost justification.
- J. Until changed by the Council, rates to be charged are those in effect on the effective date of the ordinance.
- K. If approved in a rate schedule, a “start charge” for new service and a “restart charge” for re-instituted service may be added.
- L. Franchisee may request and the Council shall schedule a public hearing on the application for adjustment or action of the Council where no public hearing has been held prior to rate determination.
- M. Franchisee may require payment for service up to three months in advance, and may bill up to three months in advance, arrears, or any combination. Where billed in advance, the franchisee will refund a prorated portion of the payment for any period of time in which service is not to be provided.
- N. Any person who receives solid waste service from the franchisee shall be responsible for payment for such service.
- O. Franchisee may charge at time of service for drop-box service or for any customer who has not established credit with franchisee.

## **11. Container requirements and collection limitations.**

- A. In addition to compliance with ORS Chapter 459 and regulations promulgated pursuant thereto and in Section 11:
  - 1. To achieve the purposes of this ordinance, to prevent recurring back and other injuries to collectors and other persons, to comply with safety instructions to collectors from the State Accident Insurance Fund, and to comply with safety, health, and environmental safeguards.
    - a. Solid waste receptacles designed for manual pickup shall have sides tapering outward to the opening at the top that provides for unobstructed dumping of the contents, two handles on opposite sides, a close-fitting lid with handle, not to exceed thirty-two gallons’ capacity, and be watertight in construction; shall be made of metal or some rigid material that will not crack or break in freezing weather, shall be water-proof, rodent-resistant, and easily cleanable; and shall not exceed the gross loaded weight established by state law or regulation. Manual receptacles are only to be used for extra material, after a customer has first used the franchisee provided receptacle.
    - b. Sunken refuse cans, receptacles, or containers shall not be used.
    - c. On the scheduled collection day, the customer shall provide safe access to the pickup point which does not jeopardize the safety of the driver of a collection vehicle or the motoring public or create a hazard or risk to the person providing service. Receptacles must be in a visible (from the street or alley) location, which may be serviced and driven to be satellite vehicles when practical. Access must not require the collector to pass behind an automobile or other vehicle or to pass under low-hanging

obstructions such as eaves, tree branches, clotheslines or electrical wires which obstruct safe passage to and from receptacles. Receptacles must be at ground level, outside of garages, fences, and other enclosures, and within one hundred feet of the street right-of-way or curb. Where the City Administrator finds that a private bridge, culvert, or other structured or road is incapable of safely carrying the weight of the collection vehicle, the collector shall not enter onto such structure or road. The customer shall provide a safe alternative access point or system.

- d. All solid waste receptacles located at single-family residences shall be placed together in one authorized location on the regularly scheduled collection day.
- e. All solid waste receptacles, including but not limited to cans, containers, and drop boxes, shall be maintained in a safe and sanitary condition by the customer.
- f. Solid waste service customers shall place items not intended for picking up at least ten feet from solid waste receptacles.
- g. No person shall block access to a solid waste container or drop box.
- h. No person shall place any hazardous waste, as defined by or pursuant to ORS Chapter 466, out for collection by another person, franchisee, or permittee, or place it in any container supplied by such a person, franchisee, or permittee without prior written notification and acceptance by the person, franchisee, or permittee and also upon compliance with any requirements of ORS Chapter 466 and any rules and regulations thereunder. Franchisee may decline to provide service for hazardous waste. A container for hazardous or other special waste shall be appropriately labeled and placed in a location inaccessible to the public. If the container is reusable, it shall be suitable for cleaning and be cleaned. (See also requirements of ORS Chapter 466 and rules and regulations thereunder).
- i. All putrescible solid wastes shall be removed from any premises at least once every seven days, regardless of whether or not confined in any container, compactor, drop box, or other receptacle.
- j. If for other than manual pickup, no customer shall use any solid waste collection container unless it is supplied by the franchisee or is approved by franchisee on a basis of safety, equipment compatibility, availability of equipment, and the purposes of this ordinance.
- k. Containers (and drop boxes) shall be cleaned by the customer; provided, however, that the franchisee shall paint the exterior and provide normal maintenance. The customer shall be liable for damage beyond reasonable wear and tear.
- l. Customers shall supply a container location and properly maintain containers so as to meet the standards of this ordinance.

- B. If a customer does not comply with any of the provisions of section 11 A. 1, the franchisee shall not be obligated to provide service to that customer. Franchisee shall immediately notify the customer and the City of Durham of the noncompliance. Customer may be charged as if the service had been rendered.
- C. No stationary compactor or other container for commercial or industrial use shall exceed the safe-loading design limit or operation of the collection vehicles provided by the franchisee serving the area. Upon petition of a group of customers reasonably requiring special service, the City Council may require the franchisee to provide vehicles capable of handling specialized loads, including but not limited to front-loading collection vehicles and drop-box vehicles and systems.
- D. Any vehicle used by any person to transport wastes shall be so loaded and operated as to prevent the waste from dripping, dropping, sifting, blowing, or otherwise escaping from the vehicle onto any public right-of-way or lands adjacent thereto.

## **12. Stationary Solid Waste Compactors.**

- A. To achieve the purpose of this Ordinance to make stationary waste compaction compatible with the equipment of franchisees, and to comply with safety, health, and environmental requirements, stationary solid waste compactors are subject to the following requirements:
- B. Franchisee Approval. A customer shall obtain franchisee's approval for compatibility with the franchisee's hauling equipment prior to purchase and installation of a stationary solid waste compactor.
- C. Operational Standards. At all times the customer and the compactor must remain in compliance with the following requirements:
  - 1. Compliance with any applicable federal, state, and local health, safety, and environmental regulations including, but not limited to, OAR 437-002-0242 and this section.
  - 2. The compactor and surrounding area will be kept clean at all times.
  - 3. The compactor will undergo regular preventative maintenance and adequate emergency maintenance will be available.
  - 4. There will be no operation of the compactor between the hours of 9pm and 6am.
- D. Safety. No stationary compactor or other container for multifamily residential, commercial, or industrial use may exceed safe-loading design limit or operation of the collection vehicles provided by the franchisee serving the area.
- E. Health. Compactors containing putrescible waste will be emptied at least weekly.
- F. Reimbursement for Fines. Customer will reimburse the franchisee for any fines incurred by the franchisee for weight or environmental violations, or any other violations caused by the ownership, operation, or use of the compactor.
- G. Signing. Each container will be clearly labeled with the name, address, and telephone number of the customer and the name of the individual to contact.
- H. Violations. Franchisee will not be obligated to transport a compactor that violates the provisions of this section. On notice from franchisee to customer and the city, customer

will immediately correct the violation. If customer does not correct the violation, franchisee will give notice of such to the city.

### **13. Offensive wastes prohibited.**

- A. No person shall have wastes on property that is offensive or hazardous to the health or safety of others or which creates offensive odors or a condition of unsightliness.

### **14. Unauthorized deposits prohibited.**

- A. No person shall, without authorization and compliance with the disposal site requirements of this ordinance, deposit waste on public property or private property of another. Streets and other public places are not authorized as places to deposit waste except as specific provisions for containers have been made.

### **15. Interruption of franchisee's service.**

- A. The franchisee agrees, as a condition of a franchise, that whenever the City Council finds that the failure of service or threatened failure of service would result in creation of an immediate and serious health hazard or serious public nuisance, the City Council may, after a minimum of twenty-four hours' actual notice to the franchisee and a public hearing if the franchisee requests it, provide or authorize another person to temporarily provide the service or to use and operate the land, facilities, and equipment of a franchisee to provide emergency service.

If a public hearing is requested by the franchisee, it may be held immediately by the City Council after compliance with the minimum notice requirements for such meetings established by the Oregon Public Meetings law. The City Council shall return any seized property and business upon abatement of the actual or threatened interruption of service, and after payment to the city for any net cost incurred in the operation of the solid waste service.

### **16. Termination of service by franchisee.**

- A. The franchisee shall not terminate service to all or a portion of the customers unless:
  - 1. The street or road access is blocked and there is no alternate route and provided that the franchisee shall restore service not later than twenty-four hours after street or road access is opened;
  - 2. As reasonably determined by the franchisee, excessive weather conditions render providing service unduly hazardous to persons providing service or to the public or such termination is caused by accidents or casualties caused by an act of God, a public enemy, or a vandal, or road access is blocked;

3. A customer has not paid for provided service after a regular billing and after a seven-day written notice from the date of mailing, which notice shall be sent not less than fifteen days after the first regular billing; or
4. Ninety-day written notice is given to the City Council and to affected customers and written approval is obtained from the City Council;
5. The customer does not comply with the service standards of Section 11 of this ordinance.

#### **17. Subcontracts.**

- A. The franchisee may subcontract with others to provide a portion of the service where the franchisee does not have the necessary equipment or service capability.

Such a subcontract shall not relieve the franchisee of total responsibility for providing and maintaining the service and from compliance with this ordinance. Franchisee shall provide written notice to the City of its intention to subcontract any portion of the service prior to entering into such an agreement. All subcontractors shall comply with the terms of this Ordinance.

#### **18. Business Recycling Requirement.**

- A. Unless otherwise exempt, all business and business recycling service customers shall comply with the business recycling requirement performance standard set forth in Metro Regional Government Code Section 5.10.330.

#### **19. Rules and regulations.**

- A. The City Administrator or duly authorized representative may propose and prepare rules and regulations pertaining to this ordinance. The rules and regulations shall be printed or typewritten and be maintained for inspection in the office of the City Recorder. All proposed rules and regulations promulgated under the authority of this section, and all amendments thereto, shall be immediately forwarded to the franchisee operating under this ordinance for response. The franchisee shall have thirty days to respond in writing to such proposed rules and regulations. If the franchisee has objections or revisions to the proposed rules, the franchisee shall meet and confer with the City Administrator regarding the franchisee's concerns. If the concerns are not resolved through consultation with the City Administrator, then the City Administrator shall forward the proposed rules, with the franchisee's comments, to the City Council for consideration. The franchisee may request that the City Council hold a public hearing on a proposed rule. The Council may approve the proposed rule as submitted, modify the rule, or reject the rule. The City Administrator shall enact all rules by written order.

## 20. Enforcement officers.

- A. The City Administrator or duly authorized representative shall enforce the provisions of this ordinance, and the City's agents, including police officers and other employees so designated, may enter a affected premises at reasonable times for the purpose of determining compliance with the provisions and terms of this ordinance. However, no premises shall be entered without first attempting to obtain the consent of the owner or person in control of the premises if other than the owner. If consent cannot be obtained, the city representative shall secure a search warrant from a court of competent jurisdiction before further attempts to gain entry, and the City shall have recourse to every other remedy provided by law to secure entry.
- B. A franchisee shall have a cause of action in any court of competent jurisdiction against any person providing Service in the Durham city limits without having a franchise in violation of Section 4 of this ordinance. The cause of action includes any appropriate relief, including injunctive relief.
  1. Notice to City Administrator. Before a franchisee may commence a civil action, the franchisee must provide 30 days' written notice to the City Administrator. The City Administrator may elect either to enforce the provisions of this chapter in accordance with Section 21A or allow the franchisee to commence a civil action in any court of competent jurisdiction against the person in violation of Section 4. If the City Administrator fails to respond to the notice, the franchisee may proceed with the civil action. A franchisee may not commence a civil action if the City Administrator is pursuing enforcement actions.
  2. Damages. Any person providing service in the Durham city limits without having a franchise pursuant to Section 4, will be subject to the following damages: lost customer revenue to be paid to the franchisee; unpaid franchise fees owed to the City pursuant to Section 6, which shall be paid to the City of Durham; liquidated damages in the amount of \$500 for each violation to be paid to the City of Durham in lieu of imposition of the civil penalty; and any other legal remedies available. The court shall award reasonable attorney fees to the prevailing party.
  3. Violations. For purposes of liquidated damages in paragraph 2 of this subsection B, each incident of service provided without a franchise shall be a separate violation. Incident of service means every individual act of service, as defined by Section 3, performed by the violator. For example, providing service without a franchise by hauling a drop box for a person on six occasions is six violations.
  4. Indemnity. The City of Durham shall have no liability for the franchisee's attorney fees and costs incurred for electing to pursue enforcement under these provisions. If the franchisee elects to act under this provision, the franchisee shall indemnify the City of Durham in the event of any claims filed against the City arising out of the franchisee's enforcement actions brought under the provisions of this section.

## **21. Penalty.**

- A. Violation by any person of the provisions of this ordinance, or of rules adopted pursuant to Section 19 shall be deemed a Municipal Violation, punishable by a fine not to exceed \$1,000 and each calendar day of violation shall constitute a separate violation for the purposes of imposing a penalty.

DRAFT

## **RESOLUTION NO. 708-26**

### **A RESOLUTION OF THE DURHAM CITY COUNCIL, OREGON GRANTING AN EXCLUSIVE FRANCHISE TO PRIDE DISPOSAL COMPANY, FOR SOLID WASTE COLLECTION AND TRANSPORT FOR THE CITY OF DURHAM, OREGON**

**WHEREAS**, the City of Durham has previously awarded an exclusive franchise agreement to Pride Disposal Company for solid waste collection and transportation services in the City, and;

**WHEREAS**, in coordination with Pride Disposal, the Durham City Council recently updated the City's Solid Waste Management Ordinance via Ordinance 276-26; and

**WHEREAS**, Ordinance 276-26 requires the Council to award franchises for solid waste collection and transportation services via resolution; and

**WHEREAS**, in anticipation of Ordinance 276-26 taking effect, the Council desires to ratify and continue the Pride's exclusive franchise in a manner consistent with the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM, OREGON** as follows:

1. Award of Franchise. In accordance with Ordinance 276-26, an exclusive franchise to provide the collection, transportation, storage, transfer, disposal of, or resource recovery of solid waste, including solid waste management ("Services") is awarded to Pride Disposal Company, PO Box 820, Sherwood, OR 97140.
2. Area. The area of the franchise shall be the entire city limits of the City of Durham, Oregon.
3. This Resolution shall be effective immediately upon its adoption by the City Council.

**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon this 22<sup>nd</sup> day of September 2026.

**CITY OF DURHAM  
BY:**

\_\_\_\_\_  
Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator / Recorder



June 26, 2026

Jordan Parente, City Administrator  
City of Durham  
17160 SW Upper Boones Ferry Rd  
Durham OR 97224

In 2013, the Council agreed to use Tigard as a comparable jurisdiction when discussing rates. The last rate change in Durham, based on Tigard's modeling, was made effective September 1, 2025. Continuing with that methodology, we are bringing forward the most current rate increase proposal, which was adopted by Tigard City Council on June 9<sup>th</sup>. The 2025 annual report fell within the lower end of the 8-12% targeted rate of return. Based on the results, rates are proposed to be increased 3.375% per the Tigard city code calculation relative to CPI. This equates to a \$1.26 increase on a 32 gal residential cart, the most popular size for Durham residents. These new rates would be effective January 1, 2027.

Several factors impacted Pride as part of our 2025 annual report. Our company has very little ability to control the following types of operating cost increases:

- Metro regional government raised their disposal rates by %5.5 in 2025 with another increase in July 2026 of 9.0%. Metro rates have increased 79.6% since 2020.
- Major inflation and supply chain increases. Since 2019 the cost of garbage trucks has gone from \$352K to \$600K+ and the cost of repair and maintenance has increased significantly over that same period.
- Insurance increases as many carriers have left the market leaving limited options and resulting in over 140% increase since 2019.

Our company took the following actions to offset increases in other operating costs. These actions help us to maintain our high standard of service that Durham has come to expect and deserve.

- Stringent maintenance programs that ensure the longevity of our trucks.
- Continued investment in CNG equipment, fuel pricing is lower and more stable without relying on foreign oil markets.
- Maximize commingle recycling commodity pricing with our recycle partners.
- Continuous review and adjustments of routes, operations, and staffing needs in order to maximize efficiency.

We have included a current rate schedule and the proposed new rate schedules for your review. We look forward to working with you and the Council on this proposal. Thank you.

Respectfully,

Kristin Leichner  
Pride Disposal Company

*City of Durham, Oregon*

**RESOLUTION NO. 709-26**

**A RESOLUTION OF THE CITY OF DURHAM ADJUSTING SOLID WASTE DISPOSAL  
RATES FOR PRIDE DISPOSAL COMPANY**

**WHEREAS**, the City's Solid Waste Management Ordinance as adopted by Ordinance No. 276-26, and Franchise Agreement, as adopted by Resolution 708-26, states that rates to be charged by the franchisee, Pride Disposal Company, shall be set by resolution as deemed necessary by the Council; and,

**WHEREAS**, the current garbage pick-up rates were adopted by Resolution No. 681-25 on July 29<sup>th</sup>, 2025; and,

**WHEREAS**, Pride has demonstrated to the Durham City Council that increased operating expenses warrant a rate increase sufficient to pay for those increased expenses;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
DURHAM, OREGON**, that:

**WHEREAS**, the City of Durham, Oregon, finds that it is in the best interest of the City and its residents to extend the term of the Comcast Franchise to allow MACC to complete the informal renewal process.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
DURHAM, OREGON**, that:

**Section 1** The Durham City Council that the new programs and rates set forth in Exhibit "A" attached hereto are hereby approved.

**Section 2** This resolution shall be effective January 1<sup>st</sup>, 2027.

**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon this 22<sup>nd</sup> day of September 2026.

**CITY OF DURHAM  
BY:**

\_\_\_\_\_  
Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator/Recorder

| <b><u>Residential</u></b>                                                                                                                                                                                                                    | <b><u>Current<br/>9/1/25</u></b> | <b><u>Proposed<br/>1/1/27</u></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------------|
| 20 gal cart                                                                                                                                                                                                                                  | 32.88                            | 33.99                             |
| 32 gal cart                                                                                                                                                                                                                                  | 37.11                            | 38.37                             |
| 60 gal cart                                                                                                                                                                                                                                  | 53.28                            | 55.08                             |
| 90 gal cart                                                                                                                                                                                                                                  | 63.35                            | 65.49                             |
| Recycling only                                                                                                                                                                                                                               | 8.62                             | 8.91                              |
| Yard Debris only                                                                                                                                                                                                                             | 9.64                             | 9.97                              |
| 2nd Yard Debris                                                                                                                                                                                                                              | 9.64                             | 9.97                              |
| <b><u>Special Services</u></b>                                                                                                                                                                                                               |                                  |                                   |
| Extra yard debris (32gallons)                                                                                                                                                                                                                | 4.58                             | 4.74                              |
| Extra garbage (32gallons)                                                                                                                                                                                                                    | 5.56                             | 5.74                              |
| Extra bag (small)/overload                                                                                                                                                                                                                   | 3.13                             | 3.24                              |
| Dispatch fee                                                                                                                                                                                                                                 | 16.68                            | 17.00                             |
| NSF check charge                                                                                                                                                                                                                             | 35.00                            | 35.00                             |
| On call service                                                                                                                                                                                                                              | 18.33                            | 18.95                             |
| Restart fee                                                                                                                                                                                                                                  | 30.00                            | 30.00                             |
| Unscheduled service (per hr + disposal)                                                                                                                                                                                                      | 105.22                           | 108.77                            |
| Walk-in fee                                                                                                                                                                                                                                  | 5.56                             | 5.74                              |
| Residential rates include weekly service for one (1) cart of solid waste and one (1) cart of yard debris, every other week recycling, and glass recycling. Any amount over (1) solid waste or yard debris cart will be an additional charge. |                                  |                                   |
| walk in service rate is paid for each corresponding service                                                                                                                                                                                  |                                  |                                   |

1/1/27 rates reflect 3.375% increase

| <b><u>Recycle +</u></b>                                          | <b><u>Current 9/1/25</u></b> | <b><u>Proposed 1/1/27</u></b> |
|------------------------------------------------------------------|------------------------------|-------------------------------|
| Monthly Base Fee                                                 | 2.50                         | 2.50                          |
| Pick Up Fee                                                      | 9.25                         | 9.25                          |
| Monthly base fee is charged regardless of any scheduled pickups. |                              |                               |

9/1/2025 rates reflect no increase

| <b><u>Commercial<br/>Container<br/>Rates</u></b> | <b><u>Current 9/1/25<br/>Weekly pick up frequency</u></b> |           |           |           |           | <b><u>Proposed 1/1/27<br/>Weekly pick up frequency</u></b> |           |           |           |           |
|--------------------------------------------------|-----------------------------------------------------------|-----------|-----------|-----------|-----------|------------------------------------------------------------|-----------|-----------|-----------|-----------|
| <b>Container Size</b>                            | <b>1x</b>                                                 | <b>2x</b> | <b>3x</b> | <b>4x</b> | <b>5x</b> | <b>1x</b>                                                  | <b>2x</b> | <b>3x</b> | <b>4x</b> | <b>5x</b> |
| One yard                                         | 135.99                                                    | 255.42    | 370.56    | 485.71    | 601.13    | 140.58                                                     | 264.04    | 383.07    | 502.10    | 621.42    |
| each additional                                  | 92.48                                                     | 179.05    | 265.47    | 351.89    | 438.46    | 95.60                                                      | 185.09    | 274.43    | 363.77    | 453.26    |
| One and 1/2                                      | 176.55                                                    | 327.93    | 479.18    | 630.42    | 781.80    | 182.51                                                     | 339.00    | 495.35    | 651.70    | 808.19    |
| each additional                                  | 129.15                                                    | 251.83    | 374.51    | 497.15    | 619.89    | 133.51                                                     | 260.33    | 387.15    | 513.93    | 640.81    |
| Two yard                                         | 213.13                                                    | 400.47    | 587.78    | 775.13    | 962.41    | 220.32                                                     | 413.99    | 607.62    | 801.29    | 994.89    |
| each additional                                  | 166.68                                                    | 326.24    | 485.92    | 645.56    | 805.06    | 172.31                                                     | 337.25    | 502.32    | 667.35    | 832.23    |
| Three yard                                       | 286.12                                                    | 545.57    | 804.97    | 1064.30   | 1323.79   | 295.78                                                     | 563.98    | 832.14    | 1100.22   | 1368.47   |
| each additional                                  | 239.16                                                    | 470.46    | 701.68    | 932.92    | 1164.14   | 247.23                                                     | 486.34    | 725.36    | 964.41    | 1203.43   |
| Four yard                                        | 359.08                                                    | 690.78    | 1022.18   | 1353.58   | 1689.34   | 371.20                                                     | 714.09    | 1056.68   | 1399.26   | 1746.36   |
| each additional                                  | 313.18                                                    | 616.21    | 919.82    | 1223.29   | 1527.03   | 323.75                                                     | 637.01    | 950.86    | 1264.58   | 1578.57   |
| Five yard                                        | 432.15                                                    | 835.69    | 1239.29   | 1642.91   | 2046.48   | 446.74                                                     | 863.89    | 1281.12   | 1698.36   | 2115.55   |
| each additional                                  | 385.81                                                    | 761.77    | 1137.87   | 1513.83   | 1889.79   | 398.83                                                     | 787.48    | 1176.27   | 1564.92   | 1953.57   |
| Six yard                                         | 504.82                                                    | 980.57    | 1456.14   | 1931.70   | 2407.45   | 521.86                                                     | 1013.66   | 1505.28   | 1996.89   | 2488.70   |
| each additional                                  | 458.77                                                    | 907.20    | 1355.57   | 1804.06   | 2252.35   | 474.25                                                     | 937.82    | 1401.32   | 1864.95   | 2328.37   |
| Eight yard                                       | 651.92                                                    | 1271.72   | 1891.64   | 2511.28   | 3131.17   | 673.92                                                     | 1314.64   | 1955.48   | 2596.04   | 3236.85   |
| each additional                                  | 606.54                                                    | 1199.70   | 1792.78   | 2386.07   | 2979.24   | 627.01                                                     | 1240.19   | 1853.29   | 2466.60   | 3079.79   |
| <b><u>Compacted<br/>Container<br/>Rates</u></b>  | <b><u>Current 9/1/25<br/>Weekly pick up frequency</u></b> |           |           |           |           | <b><u>Proposed 1/1/27<br/>Weekly pick up frequency</u></b> |           |           |           |           |
| <b>Container Size</b>                            | <b>1x</b>                                                 | <b>2x</b> | <b>3x</b> | <b>4x</b> | <b>5x</b> | <b>1x</b>                                                  | <b>2x</b> | <b>3x</b> | <b>4x</b> | <b>5x</b> |
| One yard                                         | 299.22                                                    | 561.19    | 813.43    | 1,067.06  | 1,318.67  | 309.32                                                     | 580.13    | 840.88    | 1103.07   | 1363.18   |
| Two yard                                         | 465.98                                                    | 873.76    | 1,281.62  | 1,689.26  | 2,096.99  | 481.71                                                     | 903.25    | 1324.87   | 1746.27   | 2167.76   |
| Three yard                                       | 623.24                                                    | 1,186.38  | 1,748.27  | 2,312.39  | 2,875.49  | 644.27                                                     | 1226.42   | 1807.27   | 2390.43   | 2972.54   |
| Four yard                                        | 780.57                                                    | 1,499.19  | 2,217.27  | 2,935.45  | 3,663.42  | 806.91                                                     | 1549.79   | 2292.10   | 3034.52   | 3787.06   |
| Extra yard of garbage: \$31.31/yard              |                                                           |           |           |           |           | Extra yard of garbage: \$32.37/yard                        |           |           |           |           |

1/1/27 rates reflect a 3.375% increase

| DROP BOX SERVICE                                                                 |                  | Current 9/1/25 | Proposed as of<br>1/1/27 |
|----------------------------------------------------------------------------------|------------------|----------------|--------------------------|
| All sizes                                                                        | Delivery fee     | 78.07          | 80.70                    |
|                                                                                  | Haul fee 10-20yd | 166.95         | 172.58                   |
|                                                                                  | Haul fee 30yd    | 172.56         | 178.38                   |
|                                                                                  | Haul fee 40yd    | 178.18         | 184.19                   |
| 10-19 yard                                                                       | Rent             | 5.98           | 6.18                     |
| 20 yard                                                                          | Rent             | 5.98           | 6.18                     |
| 30 yard                                                                          | Rent             | 7.89           | 8.16                     |
| 40 yard                                                                          | Rent             | 7.89           | 8.16                     |
| Lidded                                                                           | Rent             | 9.58           | 9.90                     |
| <b>Compacted</b>                                                                 |                  |                |                          |
| 10--19 yard                                                                      |                  | 182.95         | 189.12                   |
| 20 yard                                                                          |                  | 182.95         | 189.12                   |
| 30 yard                                                                          |                  | 182.95         | 189.12                   |
| 40 yard                                                                          |                  | 182.95         | 189.12                   |
| Disposal fee:     actual disposal + franchise fee + margin                       |                  |                |                          |
| Rent: daily rent after 48 hours on company owned drop boxes, including weekends. |                  |                |                          |

1/1/27 rates reflect a 3.375% increase

| <b>Medical Waste Rates</b>                                                              | <u>Current 9/1/25</u> | <u><b>Proposed 1/1/27</b></u> |
|-----------------------------------------------------------------------------------------|-----------------------|-------------------------------|
| On-site pickup charge                                                                   | 49.00                 | 50.65                         |
| Disposal cost up to 17 gallon unit                                                      | 19.40                 | 20.05                         |
| Disposal cost per 23 gallon unit                                                        | 26.20                 | 27.08                         |
| Disposal cost per 31 gallon unit                                                        | 35.35                 | 36.54                         |
| Disposal cost per 43 gallon unit                                                        | 49.00                 | 50.65                         |
| Chemotherapy/Pathology Box                                                              | 111.00                | 114.75                        |
| Rate is the on-site collection charge plus the disposal cost per medical container unit |                       |                               |

1/1/27 rates reflect alignment with Tigard Med Waste rates



# City of Durham

17160 SW Upper Boones Ferry Rd.  
Durham, Oregon, 97224

phone: 503.639.6851

e-mail: cityofdurham@comcast.net

website: www.durham-oregon.us

Jordan Parente - City Administrator

Wyatt Bean - Administrative Assistant

## MEMORANDUM

DATE: September 22, 2026  
TO: City Council  
FROM: Jordan Parente, City Administrator  
RE: Clean Water Services Proposed Removal of Oregon Ash Trees in Durham Park

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### Background

In March 2026, the City Council adopted Resolution 693-26, requiring City Council authorization before non-emergency tree removals occur on City-owned property. Consistent with that requirement, staff is requesting Council approval for the removal of nine Oregon ash trees located in Durham Park.

Clean Water Services (CWS) has identified nine Oregon ash trees for removal near the park trail. These trees were planted by CWS and are reported to be 12 inches DBH or less. CWS indicates many of the trees were planted closer to the trail than is preferred and that each tree has been marked in the field with metal tree tags.

The requested removal is preventive in nature. While the trees are currently understood to be healthy, Oregon ash trees are vulnerable to Emerald Ash Borer, an invasive beetle that is expected to cause widespread ash decline and mortality. CWS requests removal while the trees remain small and manageable, rather than waiting until the trees decline or die and become more costly and difficult to remove near the trail.

### Replanting and Work Conditions

CWS has stated that it can plan for replanting in the affected areas and will coordinate with Mosaic Ecology regarding that work. Staff supports replacement planting to help offset the removal and maintain the natural character and canopy of Durham Park.

Staff will also coordinate with CWS regarding appropriate work practices, including protection of the trail, park users, nearby vegetation, and natural resource areas during removal. To the extent feasible, removal work should avoid unnecessary disturbance and should be coordinated to minimize impacts to public access.

### Recommendation

The City Administrator recommends that City Council approve the removal of the nine Oregon ash trees in Durham Park identified by CWS, subject to coordination with City staff and replacement planting in the affected areas.

**Suggested Motion:** *I move to approve the removal of nine Oregon ash trees in Durham Park identified by Clean Water Services, subject to staff coordination and replacement planting in the affected areas.*

**From:** James Steele  
**Sent:** Monday, August 31, 2026 7:53 AM  
**To:** Jordan Parente  
**Subject:** Ash Removal at Durham City Park

Good morning Jordan,

Hope the grant application went well! Do you know when you'll hear back if you got it or not?

Sorry it's taken me so long, but below are some maps indicating the additional trees we noted for removal at Durham City Park (2002-2009). All of these trees are less than 12" DBH, and many of them were probably initially planted closer to the trail than they should've been. All of these trees have been marked in the field with metal tree tags. We can absolutely plan on replanting these areas, and I'll coordinate with Mosaic Ecology to ensure that happens.

I'd like to plan on felling these trees sometime in late September or early October, is that enough time to get them in front of the City Council? If not let me know so I can coordinate work with Brian French at Arboriculture International. His schedule gets pretty booked, and we've typically been scheduling days a month or two ahead of work occurring.

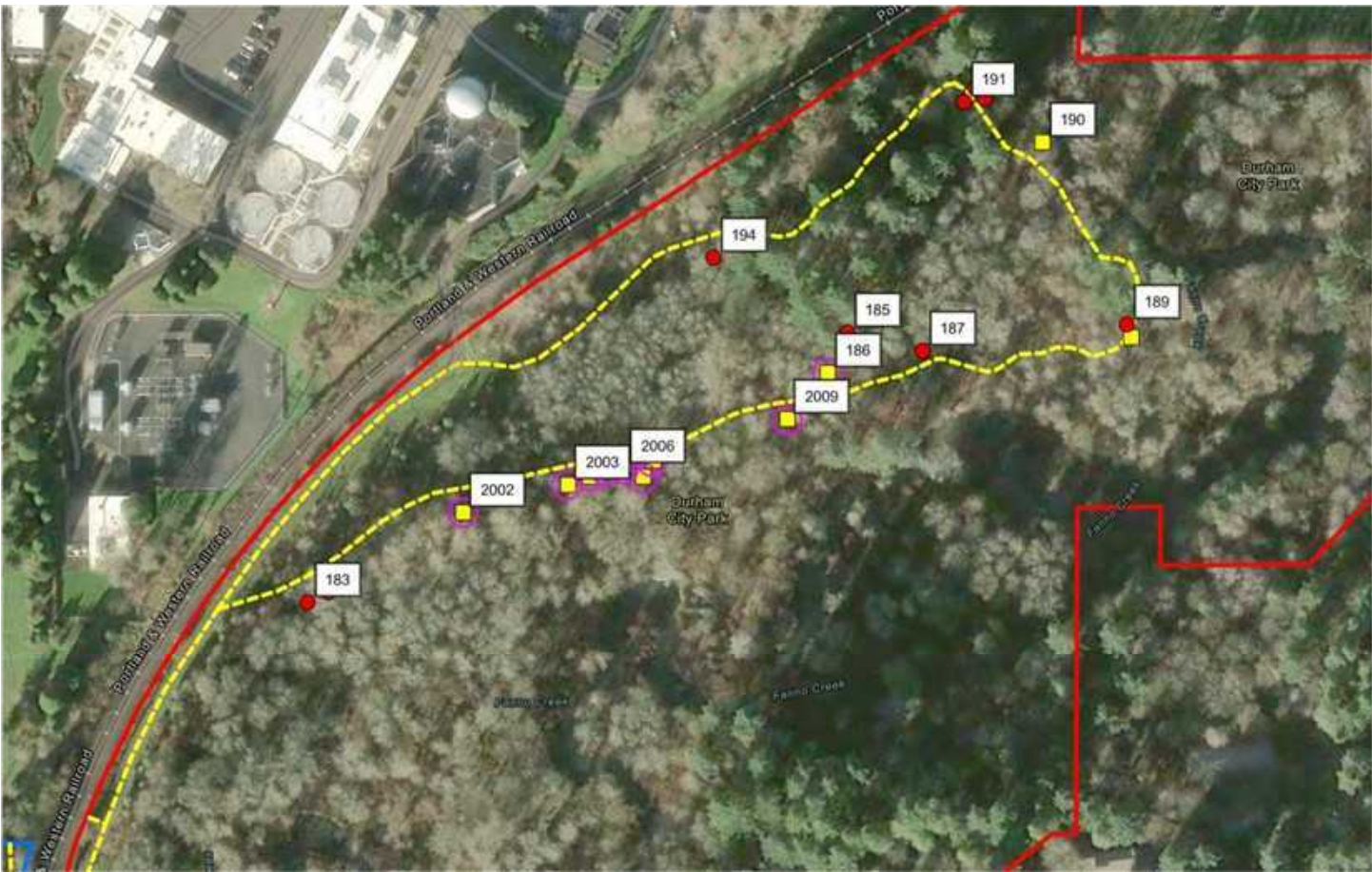
I don't know if you've already heard from Randy, or reached out to him, but it would be great to connect about your plans for managing Ash decline at Durham City Park. It probably makes sense to wait until we hear back from about the grant to help determine what we can do to assist you there, but like I've mentioned, I think there's a lot we can do to help out, especially with the replanting.

Thanks,

**James Steele, CERP** (he/him) | Water Resources Project Manager

[Clean Water Services](#) | Natural Systems Enhancement & Stewardship

2550 SW Hillsboro Hwy | Hillsboro OR 97123





# City of Durham

17160 SW Upper Boones Ferry Rd.  
Durham, Oregon, 97224

phone: 503.639.6851  
e-mail: cityofdurham@comcast.net  
website: www.durham-oregon.us

Jordan Parente - City Administrator

Wyatt Bean - Administrative Assistant

## STAFF REPORT

DATE: September 22, 2026  
TO: City Council  
FROM: Jordan Parente, City Administrator  
RE: MACC Ordinance Update

---

### BACKGROUND

The Metropolitan Area Communications Commission (MACC) has recommended that its member jurisdictions approve a new ten-year cable television franchise agreement with Comcast of Oregon II, Inc., effective July 1, 2026, through June 30, 2036. MACC's staff report identifies several principal changes, including a revised Gross Revenue definition, conversion of PEG/PCN funding from a per-subscriber amount to 1.75 percent of Gross Revenue, expanded high-definition PEG access, continuation of the Public Communications Network (PCN), and increased daily fines for franchise violations.

Staff reviewed the proposed agreement against the 2015 franchise and generally agrees with MACC's description. This report supplements MACC's report by identifying additional substantive changes and their potential effect on Durham.

### KEY CHANGES OF PARTICULAR INTEREST TO DURHAM

#### Local Right-of-Way Authority – Favorable

The proposed agreement more clearly preserves local authority over streets and public rights-of-way. Comcast must comply with applicable local ordinances, rules, and regulations, obtain required permits, and pay applicable permit fees. The franchise provisions apply only where the City does not have an applicable right-of-way requirement or where they are not inconsistent with local regulations.

This is favorable because it confirms that Durham's independent right-of-way permitting and regulatory authority remains applicable. Public Rights of Way also include public utility easements where the City has authority to permit cable facilities.

#### Customer Service Standards – Unfavorable

The 2015 franchise included a detailed Customer Service Attachment establishing contractual standards for telephone response, installations, service appointments, outages, complaint resolution, billing, refunds, disconnections, and subscriber communications. The proposed agreement removes that attachment and instead requires Comcast to comply with applicable FCC customer-service regulations.

MACC characterizes this as continuing the standards by reference. While accurate, staff considers the practical effect somewhat unfavorable because fewer detailed, locally negotiated requirements remain directly enforceable through the franchise.

### Quarterly Reporting – Unfavorable

Reports regarding complaints, outages, subscribers, service calls, disconnections, and telephone response will remain available, but the quarterly executive summary will now be provided only upon written request. Previously, comparable reports were routinely required. This is moderately unfavorable, although MACC retains authority to request information necessary to evaluate compliance.

### Transfer and Change of Control – Unfavorable

The proposed agreement increases the ownership threshold creating a rebuttable presumption of a change in control from approximately ten percent under the 2015 franchise to fifty-one percent.

This change is unfavorable because it narrows the circumstances in which ownership changes automatically trigger formal review. The City and MACC retain authority over transfers otherwise requiring approval.

### PCN Master Services Agreement – Mixed

Comcast remains ultimately responsible for providing PCN institutional network services, and sustained material service failures may constitute franchise violations. However, the detailed Master Services Agreement previously attached to the franchise will now be separate, and the MSA will control if it conflicts with the franchise.

The change is mixed: continued Comcast responsibility and protected pricing are favorable, but fewer detailed PCN provisions are contained directly in the franchise.

### PEG Origination Points – Unfavorable

The agreement improves PEG service by requiring all five PEG channels in both standard and high definition. However, future permanent origination points requested by MACC or its designated access provider will generally be funded by the Grantor or access provider, although PEG capital funds may be used. This creates a potential future cost shift.

### Insurance and System Reliability – Favorable

Insurance protections are strengthened, including \$3 million automobile and employer's liability limits, workers' compensation coverage, and \$3 million in excess or umbrella liability protection. The existing \$350,000 performance bond remains.

The agreement also increases standby power at system nodes from two to four hours and adds continuous status monitoring. Although one existing fiber-node design benchmark is removed, overall system resiliency requirements are strengthened.

## **OVERALL ASSESSMENT**

The proposed agreement retains the principal financial and regulatory structure of the existing franchise and includes meaningful improvements, including stronger local right-of-way language, PEG funding tied to Gross Revenue, expanded HD PEG access, higher insurance limits, improved system resiliency, and increased daily fines.

The renewed franchise also includes several changes not emphasized in MACC's staff report. Most notably, detailed customer-service standards are removed, recurring reporting becomes request-based, the change-of-control threshold increases substantially, future PEG origination-point costs may shift to MACC or its designated access provider, and detailed PCN terms will be governed through a separate Master Services Agreement.

Overall, staff considers the proposed agreement to preserve substantial benefits for Durham while modernizing the franchise for current technology and federal regulatory requirements.

# COMCAST CABLE TV FRANCHISE RECOMMENDATION TO THE CITY OF DURHAM

Prepared by the Metropolitan Area Communications Commission  
August 2026

On August 28, 2026, the Board of Commissioners of the Metropolitan Area Communications Commission (MACC) recommended, by a unanimous vote, that the City of Durham and the other fourteen MACC Member Jurisdictions grant Comcast of Oregon II, Inc. (Comcast) a 10-year renewal of the company's cable television franchise (see Exhibit B, MACC Recommending Resolution). A copy of the recommended franchise agreement and a comparison of that agreement to the current Comcast franchise are enclosed with this report (see Exhibits A and C).

By the terms of the MACC Intergovernmental Agreement, to which your jurisdiction is a party, every affected MACC jurisdiction must adopt the franchise as recommended for the renewed franchise to take effect. If one jurisdiction votes no, it effectively vetoes the franchise for the others.

**The Recommended Agreement** – The recommended ten year franchise agreement retains the important financial, service, and regulatory benefits that the Member Jurisdictions have relied on for the past 11 years of the existing franchise. It also includes technology updates for Tualatin Valley Community Television's (TVCTV) programming such as high-definition equipment and transmission, as well as lower and guaranteed costs for the jurisdictions' use of broadband network services provided by the Public Communications Network (PCN).

## **BACKGROUND**

MACC administers the Comcast cable franchise for its Member Jurisdictions. The prior franchise began July 1, 2015, and was extended by action of the Commission and the Member Jurisdictions and expired on June 30, 2026.<sup>1</sup>

Federal law (47 USC §546) sets out a three-year structure for (1) determining the area's cable related needs and interests (the "Needs Assessment") and (2) negotiating a renewed cable franchise. MACC began the formal renewal process in the fall of 2022. The work included a cable-related community needs assessment, technical and financial review, review of customer service and enforcement provisions, and negotiations concerning PEG access, the Public Communications Network, franchise fees, and related implementation terms. Federal law provides for a cable operator's continued use of the right of way as long as it meets certain requirements.<sup>2</sup>

On August 28, 2026, following a public hearing, the MACC Board of Commissioners adopted Resolution 2026-04 recommending that each Member Jurisdiction approve the renewed franchise.

---

<sup>1</sup> Although the franchise officially expired on June 30, MACC and Comcast agreed to honor the mutual commitments of the franchise during renewal negotiations and the renewed franchise will be effective as of July 1, 2026.

<sup>2</sup> 47 USC §546.

## Highlights of the Franchise

Term. The franchise agreement will run ten years, from July 1, 2026, through June 30, 2036.

Gross Revenue Definition. The gross revenue definition is used to determine the basis on which a five percent Franchise Fee is paid. (Five percent is the maximum allowed under federal law.) The definition has been clarified to better ensure that Comcast includes all revenue allowed by applicable law. The new definition expressly includes all amounts comprising the FCC-required aggregate video programming price and clarifies that cable-only fees may not be reduced through bundled service allocation.

PEG Access. MACC will continue to provide Public and Government Access, including the city and county meeting coverage provided by TVCTV. All five TVCTV channels will be carried in High Definition (HD) and Standard Definition (SD). Currently, only two channels are available in HD. MACC releases Comcast from the obligation to provide the regional Community Access Network channel 11.

Institutional Network (PCN). Comcast remains ultimately responsible for the institutional network (PCN). The agreement permits use of OMNIA or another standard government-services agreement, subject to MACC approval when required and with rates consistent with or better than the franchise rate card. This allows PCN users to continually receive the best rates possible.

PEG/PCN Fund. Beginning on the first day of the month that falls at least 30 days after all Member Jurisdictions have approved the renewed franchise, Comcast will pay 1.75% of gross revenue for PEG capital and PCN institutional network purposes. This replaces the current \$0.80 per subscriber per month payment and ties future receipts to Comcast cable revenue rather than subscriber count alone.

Customer Service. Customer service standards remain part of the franchise, however, rather than expressly including the applicable FCC standards in the franchise, the renewed agreement references those standards and requires Comcast to comply with them. The agreement preserves MACC and the Member Jurisdictions' authority to impose additional customer service standards.

Franchise Violations and Remedies. The violation and hearing process, available fines, and the collective \$75,000 annual cap are continued. The daily violation fine increased from \$250/day to \$750/day.

### **PUBLIC COMMENT**

The renewal record includes several opportunities for public and stakeholder input before MACC's August 2026 hearing:

- Government and community-organization focus groups held November 2, 2023. These were invited stakeholder input sessions, not formal public hearings.
- A statistically valid telephone survey of 900 MACC-area residents conducted in November and December 2023, including 450 Comcast cable subscribers and 450 non-subscribers.
- A supplemental online survey that remained available through June 2024.
- Public MACC Board of Commissioners meetings on June 7 and December 13, 2024, when the needs assessment was presented and considered.

## **CONCLUSION**

Your MACC representative, along with the other MACC Commissioners, has recommended the Comcast franchise agreement as an excellent agreement that will serve the interests of cable subscribers for the next ten years. This recommended franchise agreement retains the basic elements and long-term benefits of the cable television franchises on which the Member Jurisdictions have come to rely - financial stability, the ability to meaningfully respond to customer service deficiencies, superior PEG Access programming and support, and the guarantee of an institutional network that meets the current and future needs of the area at a reduced cost for users. MACC staff will be available at your meeting for any questions.

A reminder: All 15 MACC Jurisdictions must approve the Franchise Agreement for it to become effective.

Attachment: Exhibit A – Recommended Comcast Franchise Agreement  
Exhibit B – MACC Recommending Resolution 2026-04  
Exhibit C – Comparison of the Current Franchise to the Recommended Franchise  
Exhibit D – MACC Questions & Answers about the Recommended Franchise

*City of Durham*

**ORDINANCE 277-26**

**AN ORDINANCE OF THE CITY OF DURHAM, OREGON GRANTING A NON-EXCLUSIVE CABLE FRANCHISE TO COMCAST OF OREGON II, INC. AND REPEALING ORDINANCES Nos. 193-99, 194-99, 202-00, 209-01, 234-07, AND 258-15**

**WHEREAS**, in 1980 the Metropolitan Area Communications Commission (hereinafter "MACC") was formed by Intergovernmental Cooperation Agreement, amended in 2002 and now an Intergovernmental Agreement (hereinafter "IGA") to enable its member jurisdictions to work cooperatively and jointly on communications issues, in particular the joint franchising of cable services and the common administration and regulation of such franchises, and the City of Durham, Oregon (hereinafter "City") is a member of MACC; and

**WHEREAS**, the IGA authorizes MACC and its member jurisdictions to grant one or more nonexclusive franchises for the construction, operation and maintenance of a cable service system within the combined boundaries of the member jurisdictions; and

**WHEREAS**, the IGA requires that each member jurisdiction to be served by the proposed franchisee must approve any cable service franchise; and

**WHEREAS**, the City has previously granted cable franchises to TCI of Tualatin Valley, Inc. and TCI Cablevision of Oregon, Inc., and Comcast of Oregon II, Inc. is the lawful successor in interest to those grantees; and

**WHEREAS**, the Board of Commissioners of MACC, by Resolution 2026-04 adopted on the 28th day of August, 2026, recommended that the member jurisdictions grant a single franchise to Comcast of Oregon II, Inc. in the form attached hereto as Exhibit "A," which authorizes the provision of cable services in all areas of the City from July 1, 2026, through June 30, 2036; and

**WHEREAS**, MACC and the City have provided adequate notice and opportunities for public comment on the proposed cable services franchise including public hearings on August 28, 2026, and September 22, 2026; and

**WHEREAS**, the Council finds that approval of the recommended franchise is in the best interest of the City and its citizens, consistent with applicable federal law.

**NOW, THEREFORE, THE CITY OF DURHAM, OREGON ORDAINS AS FOLLOWS:**

- Section 1.** There is hereby granted to Comcast of Oregon II, Inc. a non-exclusive cable services franchise on the terms and conditions contained in Exhibit "A".
- Section 1.** The City Administrator is authorized to codify Exhibit "A" and is authorized to make non-substantive edits necessary for organization, formatting for consistency, and to correct any scrivener's errors that may be found in Exhibit "A" during codification.
- Section 2.** The grant of franchise at Section 1 is conditioned upon each of the following events:
- a) The affirmative vote of the governing body of each MACC member jurisdiction; and
  - b) Comcast of Oregon II, Inc.'s fulfillment of the franchise acceptance provisions contained in the franchise; and

- c) Execution of the franchise by the MACC Administrator on behalf of all MACC member jurisdictions following the MACC Administrator's determination that, in accordance with the requirements of the IGA, each of the above two events has occurred.

**Section 3.** Ordinance Nos. 193-99, 194-99, 202-00, 209-01, 234-07, and 258-15 are hereby repealed. The repeal of such ordinances shall not affect any right, obligation, liability, payment, claim, or enforcement matter accrued or arising under an applicable franchise prior to its expiration, termination, or the effective date of this Ordinance.

**Section 4.** If any provision, section, phrase, or word of this Ordinance or its application to any person, or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

**Section 5.** This Ordinance shall take effect immediately upon its enactment.

**PASSED AND ADOPTED** by the City of Durham, Oregon, this 27<sup>th</sup> day of October 2026.

**First Reading:** September 22, 2026

**Second Reading:** October 27, 2026

**CITY OF DURHAM**

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

Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator/Recorder

**CABLE TELEVISION  
FRANCHISE AGREEMENT**

**Between the Jurisdictions participating in the  
METROPOLITAN AREA  
COMMUNICATIONS COMMISSION**

**AND  
COMCAST OF OREGON II, INC.**

**July 1, 2026**

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## SECTION 1. DEFINITIONS

For the purposes of this Agreement and all attachments included hereto, the following terms, phrases, words and their derivations shall have the meaning given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- 1.1 **Access** means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video and Signals as permitted under applicable law, including, but not limited to:
- (A) **Public Access** means Access where organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary Programmers or users having editorial control over the content;
  - (B) **Educational Access** means Access where Schools and educational institutions are the primary Programmers or users having editorial control over the content;
  - (C) **Governmental Access** means Access where governmental institutions are the primary Programmers or users having editorial control over the content; and
  - (D) **PEG Access** means Public Access, Educational Access, and Governmental Access, collectively.
- 1.2 **Access Center** means a facility or facilities where PEG Access Signals are managed and delivered Upstream to the Grantee for Downstream transmission to Subscribers or to other Access Centers via a dedicated connection.
- 1.3 **Access Channel** means any Channel, or portion thereof, designated for non-commercial Access purposes or otherwise made available to facilitate or transmit Access Programming or service.
- 1.4 **Affiliate** when used in connection with Grantee means any corporation, Person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.
- 1.5 **Basic Service** means Grantee's lowest level service tier which includes the retransmission of local television broadcast Signals and PEG Access Channels, or as such service tier may be further defined by federal law.
- 1.6 **Cable Act** means the Cable Communications Policy Act of 1984 and the Cable

Television Consumer Protection and Competition Act of 1992 and any amendments thereto, including those contained in the Telecommunications Act of 1996.

- 1.7 **Cable Operator** means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly owns a significant interest in such Cable System, or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.
- 1.8 **Cable Service** shall have the meaning set forth in 47 U.S.C. § 522(6), as amended, which as of the Effective Date means the one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.9 **Cable System** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right of Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand service; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric utility used solely for operating its electric utility systems.
- 1.10 **Capacity** means the maximum ability to carry Signals or other information within a specified format
- 1.11 **Capital or Capital Cost** means the expenditure of funds for resources whose useful life can be expected to exceed a period of one (1) year or longer as consistent with Generally Accepted Accounting Principles ("GAAP").
- 1.12 **Channel** means a time or frequency slot or technical equivalent on the Cable System in a specified format, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.
- 1.13 **Commission** means the Metropolitan Area Communications Commission and its officers, agents and employees, created and exercising its powers pursuant to an Intergovernmental Cooperation Agreement entered into by Grantors herein, as authorized by state law (particularly ORS Chapter 190) and the laws, charters, and other authority of the individual member units of local government

who are members of the Commission. The powers of the Commission have been delegated to it by Grantors and although it may exercise those powers as an entity, it remains a composite of Grantors herein.

- 1.14 **Demarcation** means up to and including the device where the DAP Signal is converted into a format to be transmitted over a fiber connection to Grantee.
- 1.15 **Designated Access Provider ("DAP")** means the entity or entities designated by the Grantor to manage or co-manage PEG Access Channels and Access Centers. The Grantor may be a Designated Access Provider; however, any other entity designated by the Grantor shall not be a third party beneficiary under this Agreement.
- 1.16 **Downstream** means the transport of Signals from the Headend to Subscribers or to Interconnection points served by the Cable System.
- 1.17 **Effective Date** means the date defined in Section 2.4 herein.
- 1.18 **FCC** means the Federal Communications Commission.
- 1.19 **Franchise** means the non-exclusive and revocable authorization for the construction and/or operation of the Cable System granted in this Agreement.
- 1.20 **Franchise Area** means the area within the legal jurisdictional boundaries of the individual Grantors and any member units of local government who are members of the Commission during the term of this Agreement. The Franchise Area shall include any additional signers of the Intergovernmental Agreement only if Grantee is currently providing Cable Service in such additional areas. For purposes of Washington County, the Franchise Area includes only the unincorporated areas within the legal jurisdictional boundaries of the County.
- 1.21 **Grantee** means Comcast of Oregon, II, Inc. or its permitted successors, transferees or assignees.
- 1.22 **Grantor** means, individually and, where applicable, collectively, the Oregon cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin, and West Linn together with Washington County, Oregon.
- 1.23 **Gross Revenue** means, and shall be construed broadly to include, all amounts in whatever form and from all sources derived directly or indirectly by Grantee and/or an Affiliate from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:
- All amounts included on Subscriber bills in the aggregate price for video programming pursuant to 47 C.F.R. § 76.310;
  - Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including

revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);

- Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
- Fees paid to Grantee for Channels designated for commercial/leased access use, which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
- Converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Payments for pre-paid Cable Services and/or equipment;
- Advertising Revenues as defined herein;
- Fees including, but not limited to: (1) late fees, convenience fees, and administrative fees; (2) Franchise fees; (3) the FCC user fee and (4) PEG fees if included on Subscriber billing statements;
- Revenues from program guides; and
- Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area.

"Gross Revenues" shall not be net of: (1) any operating expense; (2) any accrual, including without limitation, any accrual for commissions to Affiliates; or (3) any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. "Gross Revenues," however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee's revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Franchise. "Gross Revenues" shall include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee's Cable System to provide Cable Services and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates. "Gross Revenues" shall not include sales taxes imposed by law on Subscribers that the Grantee is obligated to collect.

- (A) "Advertising Revenues" shall mean amounts derived from sales of advertising that are made available to Grantee's Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Whenever Grantee acts as the principal in advertising arrangements involving representation firms and/or advertising Interconnects and/or other multichannel video providers, Advertising Revenues subject to Franchise fees shall include the total amount from advertising that is sold, and not be reduced by any operating expenses

(e.g., "revenue offsets" and "contra expenses" and "administrative expenses" or similar expenses), or by fees, commissions, or other amounts paid to or retained by National Cable Communications or Comcast Advertising or similarly affiliated advertising representation firms or their successors involved with sales of advertising on the Cable System within the Franchise Area.

(B) "Gross Revenues" shall **not** include:

- Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area;
- Any taxes and/or fees on services furnished by Grantee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise fee, the FCC user fee and PEG fee shall not be regarded as such a tax or fee;
- Launch fees and marketing co-op fees;
- Revenues associated with the provision of managed network services provided under separate business contract; and
- Unaffiliated third party advertising sales agency fees or commissions which are reflected as a deduction from revenues, except when Grantee acts as a principal as specified in paragraph (A) immediately above.

(C) To the extent revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components, provided that Grantee shall not pro rate any amounts (including fees collected from Subscribers) attributable solely to Cable Service that are not part of the bundled package. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee's calculations.

Example: Prior to any bundle-related price reduction, if Cable Service is valued at 50% of the total of the services to be offered in a bundle, then Cable Service is to be valued and reported as being no less than fifty percent (50%) of the price of the bundled service total.

(D) Grantee reserves the right to change the allocation methodologies set forth in paragraph (C) above to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task

Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantor acknowledges and agrees that Grantee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including Grantee's interpretation of GAAP and Grantee's interpretation of FASB, EITF and SEC directives. Grantee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchise-required document at the time of submittal, identifying each revised Section or line item.

(E) Grantor agrees and acknowledges that Grantee shall maintain its books and Records in accordance with GAAP.

- 1.24 **Headend** means Grantee's facility for Signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors, equipment for the Interconnection of the Cable System with adjacent Cable Systems or other separate communications network, and all other related equipment and facilities.
- 1.25 **Interconnect or Interconnection** means the provision by Grantee of technical, engineering, physical, financial and all other necessary components to provide and adequately maintain a physical linking of Grantee's Cable System with any other designated Cable System or any separate communications network, so that services of technically adequate quality may be sent to, and received from, such other systems to the extent required by this Agreement.
- 1.26 **Leased Access Channel** means any Channel commercially available for Programming for a fee or charge by Grantee to members of the general public.
- 1.27 **Origination Point** means a location other than an Access Center, where PEG Access Programming is delivered to the Grantee for Upstream transmission.
- 1.28 **Parent Corporation** means Comcast Communications, Inc. or successors and assigns and includes any other existing or future corporations with greater than fifty percent (50%) ownership or control over Grantee.
- 1.29 **Person** means any individual, sole proprietorship, partnership, association, corporation, or any other form of organization authorized to do business in the State of Oregon, and includes any natural person.
- 1.30 **Programmer** means any Person responsible for PEG Access Programming on the Cable System, including, without limitation, any Person who produces or otherwise provides PEG Access Programming for transmission on the Cable System.
- 1.31 **Programming** means television programs, audio, video or other patterns of Signals to be transmitted on the Cable System, and includes all programs or patterns of Signals transmitted, or capable of being transmitted, on the Cable System.

- 1.32 **Public Communications Network ("PCN")** means the separate communications institutional network provided by the Grantee under Section 12 of this Agreement designed principally for the provision of non-entertainment, interactive services to public Schools, public universities and colleges, Pacific University, public agencies, or the Virginia Garcia Health Centers (or successor agencies) for use in connection with the ongoing operations of such institutions. Services provided include data to PCN users on an individual application, private channel basis.
- 1.33 **Public Rights of Way** include, but are not limited to, Streets, bridges, sidewalks, trails, paths, public utility easements, and all other public ways, including the subsurface under and air space over these areas, excluding parks and parkways, but only to the extent of the Grantor's right, title, interest, or authority to grant a Franchise to occupy and use such Streets and easements for Cable System facilities. "Public Rights of Way" shall also include any easement granted to or owned by the Grantor and acquired, established, dedicated, or devoted for public utility purposes to the extent the easement authorizes use of the easement area for Cable Systems. Nothing in this Agreement shall preclude Grantee's use of private easements as set forth in 47 U.S.C. § 541(a)(2).
- 1.34 **Record** means written or graphic materials, however produced or reproduced, or any other tangible permanent record, to the extent related to the enforcement or administration of this Agreement.
- 1.35 **Quarterly or Quarter** means the standard calendar periods of January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31, unless otherwise specified in this Agreement.
- 1.36 **School** means any accredited educational institution, public or private, including, but not limited to, primary and secondary Schools.
- 1.37 **Section** means a provision of this Agreement, unless specified as part of another document.
- 1.38 **Signal** means any electrical or light impulses carried on the Cable System, whether one-way or bi-directional.
- 1.39 **Streets** means the surface of any public street, road, alley or highway, within the Grantor, used or intended to be used by the general public for general transportation purposes to the extent the Grantor has the right to allow the Grantee to use them, and the space above and below.
- 1.40 **Subscriber** means any Person who is lawfully receiving, for any purpose or reason, any Cable Service provided by Grantee by means of, or in connection with, the Cable System.
- 1.41 **Upstream** means the transport of Signals to the Headend from remote points

on the Cable System or from Interconnection points on the Cable System.

## **SECTION 2. GRANT OF FRANCHISE**

### **2.1 Grant**

- (A) Grantor hereby grants to Grantee a nonexclusive and revocable authorization to make lawful use of the Public Rights of Way within the Franchise Area to construct, operate, maintain, reconstruct, and repair a Cable System for the purpose of providing Cable Services and to provide a PCN for voice, video, and data, subject to the terms and conditions set forth in this Agreement.
- (B) This Agreement is intended to convey limited authority and interests only as to those Public Rights of Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Public Rights of Way, it does not provide the Grantee any interest in any particular location within the Public Rights of Way, and it does not confer rights other than as expressly provided in the grant hereof. This Agreement does not deprive the Grantor of any powers, rights, or privileges it now has, or may acquire in the future, to use, perform work on, or regulate the use and control of the Grantor's Public Rights of Way covered by this Agreement, including without limitation, the right to perform work on its Streets, or appurtenant public works facilities, including constructing, altering, paving, widening, grading, or excavating thereof.
- (C) This Agreement authorizes Grantee to engage in providing Cable Service and to provide a related PCN as described in Section 12 of this Agreement. This Agreement shall not be interpreted to prevent the Grantor from imposing lawful additional conditions including additional compensation conditions for use of the Public Rights of Way should Grantee provide service other than Cable Service, to the extent consistent with applicable federal law. Nothing herein shall be interpreted to prevent Grantee from challenging the lawfulness or enforceability of any provisions of applicable law.
- (D) Grantee promises and guarantees as a condition of exercising the privileges granted by this Agreement that any agent, Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.

### **2.2 Use of Public Rights of Way**

Subject to Grantor's supervision and control and the terms of this Agreement, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Rights of Way within the Franchise Area, such wires, cables, conductors, ducts, conduits, vaults,

amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all applicable construction codes, laws, ordinances, regulations and procedures now in effect or enacted hereafter, and must obtain any and all necessary permits from all appropriate agencies prior to commencing any construction activities. Grantee, through this Agreement, is granted extensive and valuable authority to operate its Cable System for profit using Grantor's Public Rights of Way within the Franchise Area in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, Grantor is entitled to fair compensation to be paid for the valuable authority throughout the term of this Agreement subject to federal law.

### 2.3 **Duration**

The term of this Agreement and all authority, privileges, obligations, and restrictions pertaining thereto shall be from the Effective Date of this Agreement through June 30, 2036, unless extended or terminated sooner as hereinafter provided.

### 2.4 **Effective Date**

The Effective Date of this Agreement shall be July 1, 2026, unless Grantee fails to file an unconditional written acceptance of this Agreement and post the security required in Section 5.3. Grantee shall accept this Agreement within forty-five (45) days of the date that all Grantor jurisdictions have approved the Agreement, unless the time for acceptance is extended in writing by Grantor. In the event acceptance does not take place or the security is not posted as required hereunder, this Agreement shall be voidable at the reasonable discretion of Grantor, and any and all authority of Grantee to own or operate a Cable System within the Franchise Area under the express terms of this Agreement shall be of no force or effect.

### 2.5 **Franchise Nonexclusive**

This Agreement shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any Street, Public Rights of Way, easements not otherwise restricted, or property for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may, at any time, grant authorization to use the Streets and Public Rights of Way for any purpose and for such additional Franchises for Cable Systems as Grantor deems appropriate subject to Section 2.6 below.

### 2.6 **Grant of Other Franchises**

- (A) The Grantor reserves the right to grant additional franchises or similar authorizations to provide Cable Services via Cable Systems or similar

wireline systems located in the Public Rights of Way. Grantor intends to treat wireline competitors in a nondiscriminatory manner in keeping with federal law. If the Grantor grants such an additional franchise or authorization to use the Public Rights of Way to provide Cable Services via Cable Systems or similar wireline systems located in the Public Rights of Way and Grantee reasonably believes the Grantor has done so on terms materially more favorable than the obligations under this Agreement, then the provisions of this Section 2.6 will apply.

- (B) As part of this Agreement, the Grantor and Grantee have mutually agreed that only the following material Franchise terms may be used to compare Grantee's Franchise to a wireline competitor: a five percent (5%) Franchise fee, PEG funding, PEG Access Channels, customer service obligations and complimentary services (hereinafter "Material Obligations"). Grantor and Grantee agree that these Material Obligations bear no relationship to the technology employed by the Grantee or a wireline competitor and as such can reasonably be expected to be applied fairly across all wireline competitors.
- (C) Anytime after the adoption of a wireline competitor's franchise or similar authorization, Grantee must notify the Grantor in writing of the Material Obligations in the wireline competitor's franchise that are materially more favorable than the Material Obligations of this Agreement. The Grantor shall have one hundred twenty (120) days to agree to allow Grantee to adopt the same Material Obligations provided to the wireline competitor, or dispute that the Material Obligations in the wireline competitor's franchise are materially more favorable. In the event the Grantor disputes the Material Obligations in the wireline competitor's franchise are materially more favorable, Grantee may bring an action in federal or state court for a determination as to whether the Material Obligations are materially more favorable and as to what Franchise amendments would be necessary to remedy the disparity. Alternatively, Grantee may notify the Grantor that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.
- (D) Nothing in this Section 2.6 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the Grantor be required to refund or to offset against future amounts due the value of benefits already received.
- (E) This provision does not apply if the Grantor is ordered or required to issue a franchise on different terms and conditions, or it is legally unable to impose on a competitor the same Material Obligations as in this Agreement; and the relief is contingent on the new wireline competitor actually commencing provision of Cable Service in the market to its first

customer. Should the new wireline competitor fail to continuously provide Cable Service for a period of six (6) months, the Grantor has the right to implement this Agreement with its original terms upon one hundred eighty (180) days' notice to Grantee.

- (F) This Section shall apply separately in the individual member units of local government who are members of the Commission. Grantee may seek to invoke the provisions of this Section only in that individual jurisdiction, not in any jurisdiction where a competitor has not secured a competitive franchise. This Section does not apply to open video systems, nor does it apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. § 571; or to systems that serve less than five percent (5%) of the geographic area of the Grantor; or to systems that only provide video services via the public Internet.

## 2.7 **Police Powers**

Grantee's authority hereunder is subject to the lawful police powers of Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the general public. Nothing in this Agreement shall be deemed to waive the requirements of the other codes and ordinances of general applicability enacted, or hereafter enacted, by Grantor. Grantee agrees to comply with all applicable laws and ordinances enacted, or hereafter enacted, by Grantor or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof. Nothing in this Section shall be deemed a waiver by Grantee or the Grantor of the rights of Grantee or the Grantor under applicable law.

## 2.8 **Relations to Other Provisions of Law**

This Agreement and all authority and privileges granted under it are subject to, and the Grantee must exercise all authority in accordance with, applicable law as amended over the Franchise term. This Agreement is a contract, subject to the Grantor's exercise of its police and other regulatory powers and such applicable law. This Agreement does not confer rights, authority, privileges or immunities upon the Grantee other than as expressly provided herein. In cases of conflict between this Agreement and any ordinance of general application enacted pursuant to the Grantor's police power, the ordinance shall govern. Grantee reserves all rights it may have to challenge the lawfulness of any Grantor ordinance, whether arising in contract or at law. The Grantor reserves all of its rights and defenses to such challenges, whether arising in contract or at law. The Franchise issued, and the Franchise fee paid hereunder, are not in lieu of any other required permit, authorization, fee, charge, or tax, unless expressly stated herein.

## 2.9 **Effect of Acceptance**

By accepting the Franchise the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Agreement; (2) agrees that it will

not oppose the Grantor's intervening or other participation in any proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of this Agreement; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

### **SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS**

#### **3.1 Franchise Fees**

- (A) As compensation for the benefits and privileges granted under this Agreement, and in consideration of permission to use Public Rights of Way, Grantee shall pay as a Franchise fee to Grantor, throughout the duration of this Agreement, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise fees shall commence as of the Effective Date of this Agreement. The Franchise fees are in addition to all other fees, license, permit fee, assessments, taxes, or payments of general applicability, including any fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor, that the Grantee may be required to pay under any federal, state, or local law to the extent not inconsistent with applicable law. This Agreement and the Franchise fees paid hereunder are not in lieu of any other generally applicable required permit, authorization, fee, charge, or tax.
- (B) In the event any law or valid rule or regulation applicable to this Franchise limits Franchise fees below the five percent (5%) of Gross Revenues required herein, the Grantee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then the Grantee shall pay the higher amount up to the maximum allowable by law, not to exceed five percent (5%) during all affected time periods.

#### **3.2 Payments**

Grantee's Franchise fee payments to Grantor shall be computed Quarterly. Each Quarterly payment shall be due and delivered to Grantor no later than forty-five (45) days after the last day of the preceding Quarter.

#### **3.3 Acceptance of Payment and Recomputation**

No acceptance of any payment shall be construed as an accord by Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

#### **3.4 Quarterly Franchise Fee Reports**

Each payment shall be accompanied by a written report to Grantor, verified by

an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, and in a form agreed to by Grantor, of Grantee's Gross Revenues and the computation of the payment amount.

### 3.5 **Annual Franchise Fee Reports**

Grantee shall, no later than one hundred twenty (120) days after the end of each calendar year, furnish to Grantor a statement verified by an authorized representative of the Grantee, stating the total amount of Gross Revenues and all payments, deductions, and computations for the period covered by the payments.

### 3.6 **Audit/Reviews**

No more frequently than every twenty-four (24) months, upon thirty (30) days' prior written notice, Grantor shall have the right to conduct an independent audit or review of Grantee's Records reasonably related to the administration or enforcement of this Agreement. The Grantor may hire an independent third party to audit or review the Grantee's financial Records, in which case the Grantee shall provide all necessary Records to the third party. All such Records shall be provided in electronic format fully compatible with Grantor's software. If the audit or review shows that Franchise fees have been underpaid by five percent (5%) or more, Grantee shall reimburse Grantor the reasonable cost of the audit or review up to twenty thousand dollars (\$20,000) within thirty (30) days of the Grantor's written demand for same. Records for audit/review purposes shall include without limitation:

- (A) Source documents, which demonstrate the original or beginning amount, and the final amount shown on any report related to and/or included in the determination of Franchise fees, including revenues or expenses related thereto.
- (B) Source documents that completely explain any and all calculations related to any allocation of any amounts involving Franchise fees, revenues, or expenses related thereto.
- (C) Any and all accounting schedules, statements, and any other form of representation, which relate to, account for, and/or support and/or correlate to any accounts involving Franchise fees, revenues or expenses related thereto.

### 3.7 **Interest on Late Payments**

Payments not received within forty-five (45) days from the Quarter ending date or are underpaid shall be assessed interest from the due date at a rate equal to the legal interest rate on judgements in the State of Oregon.

### 3.8 **Additional Commitments Not Franchise Fees**

- (A) No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees related to Cable Services to Grantor in accordance with applicable law, except as expressly provided in 47 C.F.R. § 76.42. Although the total sum of Franchise fee payments and additional commitments set forth elsewhere in this Agreement may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the additional commitments herein are not Franchise fees as defined under federal law, to the extent not inconsistent with applicable federal law, nor are they to be offset or credited against any Franchise fee payments due to Grantor, except as expressly provided in 47 C.F.R. § 76.42.
- (B) To the extent Grantee believes any in-kind, cable-related contributions are considered "franchise fees" subject to the five percent cap set forth in 47 U.S.C. § 542(b) as expressly provided in 47 C.F.R. § 76.42, Grantee shall provide Grantor written notice of each in-kind, cable-related contribution and Grantee's calculation of the marginal cost to Grantee of each contribution. Within thirty (30) days of a request from Grantor, Grantee shall provide documentation to support Grantee's calculation of marginal cost. Within one hundred and twenty (120) days of receiving the notice and requested documentation to support Grantee's calculation, Grantor will notify Grantee, with respect to each identified in-kind, cable-related contribution, whether (i) the Grantee is relieved of the obligation in whole or in part; (ii) the Grantee may count the in-kind, cable-related contribution toward the Franchise fee cap at the marginal cost of such contribution; or (iii) Grantor disputes that the contribution is subject to inclusion in Franchise fees pursuant to 47 C.F.R. § 76.42 or disputes the calculation of marginal cost, in which case the parties shall follow the dispute resolution procedures in Section 19.2.

### 3.9 **Costs of Publication**

Grantee shall pay the reasonable cost of newspaper notices and publication pertaining to this Agreement, and any amendments thereto, including changes in control or transfers of ownership, as such notice or publication is reasonably required by applicable law.

### 3.10 **Payment on Termination**

If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in a performance bond or other security provided by the Grantee.

## **SECTION 4. ADMINISTRATION AND REGULATION**

### **4.1 Authority**

Grantor is vested with the power and right to regulate the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under state and local law, to any agent, in its sole discretion. Grantor has vested the Commission with the administration of this Agreement and Grantee is expected to rely upon, look to, communicate with and comply with the decisions and orders of the Commission, its agents and employees on all cable matters to which the Grantor has lawfully delegated to the Commission the exercise of its authority under this Agreement during such time that Grantor is a member of the Commission. Should the Commission dissolve during the term of this Agreement, all references to the Commission in this Agreement shall be deemed to reference the Grantor without the need to amend this Agreement. In the event Grantor withdraws from the Commission or the Commission ceases to operate, Grantor will work in good faith with Grantee to adopt any necessary amendments to this Agreement needed to preserve the rights provided hereunder in an equitable manner for both parties, including the potential need to adjust the PEG Channel capacity requirements of Section 9 and the performance bond amount in Section 5.3.

### **4.2 Rates and Charges**

All of Grantee's rates and charges related to or regarding Cable Service shall be subject to regulation by Grantor to the full extent authorized by applicable federal, state and local laws.

### **4.3 Rate Discrimination**

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card), and shall be nondiscriminatory as to all Persons of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital status, military status, or physical or mental disability, or geographic location in the Franchise Area except to the extent expressly permitted by applicable law.

### **4.4 Filing of Rates and Charges**

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

### **4.5 Time Limits Strictly Construed**

Whenever this Agreement sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of

Grantee to perform within the allotted time may be considered a material violation of this Agreement and sufficient grounds for Grantor to invoke any relevant provision of this Agreement. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason of a force majeure occurrence, as defined in Section 4.7, Grantee's performance shall be excused during the force majeure occurrence and Grantee thereafter shall, under the circumstances, promptly perform the affected obligations under this Agreement or procure a substitute for performance which is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers, employees, or duly authorized agents.

#### 4.6 **Mid-Term Performance Evaluation Session**

- (A) Upon sixty (60) days' notice to Grantee, Grantor may hold a single performance evaluation session during the term of this Agreement. Grantor shall conduct such evaluation session.
- (B) The evaluation session shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.
- (C) The evaluation session shall deal with the Grantee's performance of the terms and conditions of this Agreement and compliance with state and federal laws and regulations.
- (D) Upon request, as part of the performance evaluation session, Grantee shall submit to the Grantor a plant survey, report, or map, in a format mutually acceptable to Grantor and Grantee, which includes a description of the portions of the Franchise Area that are cabled and have all Cable Services available. Such report shall also include the number of miles and location of overhead and underground cable plant. If the Grantor has reason to believe that a portion or all of the Cable System does not meet the applicable FCC technical standards, the Grantor, at its expense, reserves the right to appoint a qualified independent engineer to evaluate and verify the technical performance of the Cable System.
- (E) During the evaluation under this Section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to perform the evaluation subject to Section 7.2.

#### 4.7 **Force Majeure**

For the purposes of interpreting the requirements in this Agreement, force majeure shall mean: an event or events reasonably beyond the ability of Grantee to anticipate and control. This includes, but is not limited to, severe weather conditions, strikes, labor disturbances, lockouts, war or act of war

(whether an actual declaration of war is made or not), insurrection, riots, acts of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Grantee is not primarily responsible, fire, flood, or other acts of God, or documented work delays caused by waiting for utility providers to service or monitor utility poles to which Grantee's facilities are attached, and documented unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials or labor was reasonably unforeseeable and beyond the control of Grantee.

## **SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS**

### **5.1 Insurance Requirements**

- (A) General Requirement. Grantee must have adequate insurance in full force and effect at its own cost and expense during the entire term of this Agreement to protect against claims for injuries to Persons or damages to property which in any way relate to, arise from, or are connected with this Agreement or involve Grantee, its agents, representatives, contractors, subcontractors and their employees.
- (B) Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth by the Grantor from time to time. The Grantee shall obtain policies for the following initial minimum insurance limits:
  - (1) Commercial General Liability insurance with limits of no less than three million dollars (\$3,000,000.00) per occurrence and three million dollars (\$3,000,000.00) general aggregate. Coverage shall include severability of interests with respect to each additional insured. Such insurance shall cover liability arising from premises, operations, property damage, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Grantor shall be included as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to this Franchise Agreement.
  - (2) Commercial Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of three million dollars (\$3,000,000.00) per accident. The policy shall contain a severability of interest provision with respect to each additional insured.
  - (3) Employer's Liability: Three million dollars (\$3,000,000);

- (4) Workers Compensation: With coverages and limits in accordance with applicable State of Oregon statutes;
  - (5) Excess or Umbrella Liability Insurance shall be written with limits of not less than three million dollars (\$3,000,000.00) per occurrence and annual aggregate. The Excess or Umbrella Liability requirements and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability Insurance, or any combination thereof that achieves the overall required limits.
- (C) The Grantee shall cause each of its subcontractors to provide insurance coverage reasonably appropriate to the scope of each such subcontractor's work.
  - (D) Failure on the part of the Grantee to maintain the insurance as required may constitute a material breach of this Agreement.
  - (E) If Grantee changes its policy to include a self-insured retention, the Grantee shall give notice of such change to the Grantor. Grantor's approval will be given if the self-insured retention is consistent with standard industry practices. Any deductible or self-insured retention of the policies shall not in any way limit Grantee's liability to the Grantor.
  - (F) Endorsements.
    - (1) All policies shall contain, or shall be endorsed so that:
      - (a) The Grantor, its officers, officials, employees, boards, commissions and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Agreement or applicable law, or in the construction, operation or repair, or ownership of its Cable System;
      - (b) The Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, employees, boards, commissions and agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, employees, boards, commissions and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and
      - (c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.
    - (2) All policies shall contain, or shall be endorsed so that:

- (a) The policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not to renew be stated by the insurance company except after forty-five (45) days' prior written notice, return receipt requested, has been provided to Grantor.
- (G) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."
- (H) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices and are to be received and approved by the Grantor prior to the commencement of activities associated with this Agreement. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Agreement.
- (I) Adequacy of Limits and Coverage. It is agreed that the insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

## 5.2 **Indemnification**

- (A) Scope of Indemnity. Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor and its officers, boards, commissions, duly authorized agents, and employees from and against any and all claims (including, but not limited to, third party claims), demands, suits, causes of action, proceedings, and judgments for damages or equitable relief, to the extent such liability arises out of or through the acts or omissions of the Grantee, or is alleged to arise out of or through the acts or omissions of the Grantee, related to or arising out of the construction, operation or repair of its Cable System regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Agreement, provided, however, the Grantee will not be obligated to indemnify Grantor should Grantor opt to intervene in any proceeding pursuant to Section 2.9 of this Agreement; and provided further Grantee will not be obligated to indemnify Grantor for damage or injury resulting from the negligence or willful negligence of Grantor. Without limiting in any way the Grantee's obligation to indemnify the Grantor and its officers, boards, commissions, duly authorized agents, and employees, as set forth above, this indemnity provision also includes damages and liabilities such as:
  - (1) To persons or property, to the extent such liability arises out of

or through the acts or omissions of the Grantee, its contractors, subcontractors, and their officers, employees, or duly authorized agents, or to which the Grantee's negligence or fault shall in any way contribute;

- (2) Arising out of any claim for invasion of the right of privacy; for defamation of any Person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark, or patent; for a failure by the Grantee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System; or for violation of any other right of any Person, to the extent such liability arises out of or through the acts or omissions of the Grantee, provided, however, that Grantee will not be required to indemnify Grantor for any such claims arising out of use of PEG Access Channels or use of PEG funds by Grantor and/or DAP;
  - (3) Arising out of Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Agreement applies, to the extent such liability arises out of or through the acts or omissions of the Grantee; and
  - (4) Arising from any third party suit, action or litigation, whether brought by a competitor to Grantee or by any other Person or entity, to the extent such liability arises out of or through the acts or omissions of the Grantee, whether such Person or entity does or does not have standing to bring such suit, action or litigation if such action (1) challenges the authority of the Grantor to issue this Agreement to Grantee; or (2) alleges that, in issuing this Agreement to Grantee, the Grantor has acted in a disparate or discriminatory manner.
- (B) Duty to Give Notice and Tender Defense. The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity obligation in this Section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend, settle or compromise any claims arising thereunder, and the Grantor shall cooperate fully therein. Grantee shall accept or decline the tender within thirty (30) days. Grantee shall reimburse reasonable attorney fees and costs incurred by the Grantor during the thirty (30) day period in which the Grantee accepts or declines tender. In the event that the Grantee declines defense of the claim in violation of this Section 5.2, the Grantor may defend such claim and seek recovery from Grantee for its expenses for attorney fees, costs and disbursements, including expert

witness fees, incurred by Grantor for defense and in seeking such recovery.

### 5.3 **Performance Bond**

- (A) In addition to any other generally applicable bond or security fund obligations required by local ordinance or regulation, upon the Effective Date of this Agreement, the Grantee shall furnish proof of the posting of a faithful performance bond running to the Grantors collectively with good and sufficient surety approved by the Commission, in the penal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00), conditioned that Grantee shall well and truly observe, fulfill and perform each term and condition of this Agreement. Such bond shall be issued by a bonding company licensed to do business in the State of Oregon and shall be maintained by the Grantee throughout the term of this Agreement.
- (B) The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days' written notice first being given to the Grantor. The bond shall be subject to the approval of the Grantor or the Commission as to its adequacy under the requirements of this Section. During the term of the bond, Grantee shall file with the Grantor a duplicate copy of the bond along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty (30) days' prior written notice to the Grantor.

## **SECTION 6. CUSTOMER SERVICE**

- 6.1 Grantee shall comply with the customer service standards set forth in 47 C.F.R. Part 76 of the FCC's rules and regulations, as amended, including but not limited to 47 C.F.R. §§ 76.309, 76.1602, 76.1603, 76.1619 and 76.1713. Nothing in this Franchise shall be deemed to waive any rights or authority Grantor may have pursuant to 47 U.S.C. § 552.
- 6.2 Emergency Broadcast. Grantee will comply with the Emergency Alert System (EAS) as provided under applicable FCC Regulations, the Oregon State EAS Plan and the local EAS plan, if any, that applies to Grantor.
- 6.3 ADA Accessible Equipment. Grantee shall comply with the Americans with Disabilities Act ("ADA"), any amendments thereto and any other applicable federal, state or local laws or regulations. Grantee shall notify Subscribers of the availability of ADA equipment and services and, upon request, shall provide such equipment and services in accordance with federal and state laws.
- 6.4 Discriminatory Practices. Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Programmers or any other Persons on the basis of race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee shall comply at all times with all other

applicable federal, state or local laws, rules and regulations relating to nondiscrimination.

## **SECTION 7. REPORTS AND RECORDS**

### **7.1 Open Records**

- (A) Grantee shall manage all of its operations in accordance with a policy of keeping its documents and Records open and accessible to Grantor. Grantor shall have access to, and the right to inspect, any books and Records of Grantee, its Parent Corporations and Affiliated entities that are reasonably related and necessary to the administration or enforcement of the terms of this Agreement. Grantee shall not deny Grantor access to any of Grantee's Records on the basis that Grantee's Records are under the control of any Parent Corporation, Affiliated entity or a third party. Grantor may, in writing, request copies of any such Records or books and Grantee shall provide such copies within ten (10) business days of the transmittal of such request. If the requested books and Records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) business days, that Grantor inspect them at one of Grantee's local area offices. If any books or Records of Grantee are not kept in a local office, Grantee will provide or otherwise make such documents available for inspection and review at the local office within ten (10) business days.
- (B) Grantee shall provide Grantor with a sample Cable Services bill, on a monthly basis.
- (C) Grantee shall at all times maintain and allow Grantor, with reasonable notice, access and the right to review a full and complete set of plans, Records and "as built" maps showing the location of all Cable System equipment installed or in use in the Franchise Area, exclusive of electronics, Subscriber drops and equipment provided in Subscribers' homes. These maps shall be maintained in a standard format and medium consistent with Grantee's regular business practices. Grantor's review of the plans, Records, and as-built maps, provided for herein, shall occur at the Grantee's local office, or, upon Grantor's request, in electronic format acceptable to Grantor subject to Section 7.2.
- (D) The ability for Grantor to obtain Records and information from Grantee is critical to the administration of this Agreement and the requirements herein. Therefore, Grantee's failure to comply with the requirements of this Section may result in fines as prescribed in Section 15.

### **7.2 Confidentiality**

Subject to the limits of the Oregon Public Records Law, Grantor agrees to treat as confidential any books and Records that constitute proprietary or confidential information under federal or state law, to the extent Grantee makes

Grantor aware of such confidentiality at the time of disclosure. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under state or federal law. If Grantor believes it must release any such confidential books and Records in the course of enforcing this Agreement, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. In the event Grantee timely takes necessary steps to prevent disclosure of confidential books, records, or maps, and so long as Grantee is continuing any lawful efforts to prevent disclosure, 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.

### 7.3 **Copies of Federal and State Documents**

Upon thirty (30) days of a request by Grantor, Grantee shall submit to Grantor a list, or copies of actual documents, of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its Parent Corporations or Affiliates to any federal, state or local courts; regulatory agencies or other government bodies if such documents specifically relate to the operations of Grantee's Cable System within the Franchise Area. To the extent allowed by law, any such confidential material determined to be exempt from public disclosure shall be retained in confidence by Grantor and its duly authorized agents and shall not be made available for public inspection.

### 7.4 **Complaint File and Reports**

- (A) Grantee shall keep an accurate and comprehensive Record of any and all complaints regarding the operation and performance of the Cable System within the Franchise Area, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. Those Records shall be retained for one (1) year, and remain available to Grantor during normal business hours.
  - (1) Upon written request prior to the end of a Quarter, Grantee shall provide to Grantor an executive summary report within forty-five (45) days of the end of the Quarter, which shall include the following information:
    - (a) Nature and type of customer complaints.
    - (b) Number, duration, general location and customer impact of unplanned service interruptions.

- (c) Any significant construction activities which affect the quality or otherwise enhance the service of the Cable System.
  - (d) Subscriber reports indicating the total number of Subscribers in such format as Grantee commonly prepares such reports, provided that Grantor may require additional detail when reasonably necessary for Franchise-related purposes.
  - (e) Total disconnections and major reasons for those disconnections.
  - (f) Total number of cable service calls.
  - (g) A Telephone Response activity report provided in a manner consistent with FCC requirements, or any Grantor customer service standards, showing Total Calls Answered within thirty (30) seconds, Average Hold Time, Percent of Calls Answered within thirty (30) Seconds, Percent of Abandoned Calls, and the Percent of Lines Available. A sample of an acceptable report pursuant to this Section is attached to this Agreement as Attachment A.
  - (h) Such other information about special problems, activities, or achievements as Grantee may want to provide Grantor.
- (2) Grantor shall also have the right to request such information as appropriate and reasonable to determine whether or not Grantee is in compliance with applicable customer service standards. Such information shall be provided to Grantor in such format as Grantee customarily prepares reports. Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to evaluate compliance.

## 7.5 **Inspection of Facilities**

Grantor may inspect any of Grantee's facilities and equipment to confirm performance under this Agreement at any time upon at least forty-eight (48) hours' notice, or, in case of an emergency, upon demand without prior notice. Nothing herein shall prevent Grantor from performing visual inspections of the Cable System in the Rights-of-Way at any time and without prior notice.

## 7.6 **False Statements**

Any intentional false or misleading statement or representation in any report

required by this Agreement may be deemed a violation of this Agreement and may subject Grantee to all remedies, legal or equitable, which are available to Grantor under this Agreement or otherwise. Grantor shall have the right to determine the severity of the violation based upon the report in question.

#### 7.7 **Report Expense**

All reports and Records required under this Agreement shall be furnished, without cost, to Grantor.

### **SECTION 8. PROGRAMMING**

#### 8.1 **Broad Programming Categories**

- (A) Grantee's Cable System shall provide a wide diversity of Programming, including broad categories such as:
- (1) Educational Programming.
  - (2) Sports.
  - (3) General entertainment (including movies).
  - (4) Children/family-oriented.
  - (5) Arts, culture and performing arts.
  - (6) Foreign language.
  - (7) Science/documentary.
  - (8) Weather information.
  - (9) Programming addressed to diverse ethnic and minority interests in the Franchise Area.
  - (10) National, state, and local government affairs.

#### 8.2 **Parental Control Devices**

Upon request by any Subscriber, Grantee shall make available parental controls or information on how to activate parental controls to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout capability at the time of their initial subscription and periodically thereafter.

#### 8.3 **Leased Access Channels**

Grantee shall meet the requirements for Leased Access Channels imposed by

federal law.

#### 8.4 **Continuity of Service**

- (A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are satisfied. Subject to the force majeure provisions of Section 4.7 of this Agreement, Grantee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances.
- (B) In the event of a change in ownership, or in the event a new Cable Operator acquires the Cable System in accordance with this Agreement, Grantee shall cooperate with Grantor and such new Cable Operator in maintaining continuity of service to all Subscribers.

### **SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

#### 9.1 **Management and Control of Access Channels**

- (A) Grantor may authorize a DAP to control and manage the use of any and all Access Centers, including, without limitation, the operation of Access Channels provided by Grantee under this Agreement. To the extent of such designation by Grantor, as between the DAP and Grantee, the DAP(s) shall have sole and exclusive responsibility for operating and managing such Access Centers. The Grantor or its designee may formulate rules for the operation of the Public Access Channel, consistent with this Agreement; such rules shall not be designed to control the content of Public Access Programming. Nothing herein shall prohibit the Grantor from authorizing itself to be a DAP.
- (B) Grantee shall cooperate with Grantor and DAPs in the use of the Cable System and Access Centers for the provision of PEG Access.
- (C) The Grantor shall allocate Access resources consistent with applicable law.
- (D) The Grantee shall, at Grantee's expense, provide connection, including all necessary terminal equipment for the transmission, of all PEG Access Channels required in this Agreement to and from the Grantee's Headend and the DAP headend as of the Effective Date of this Agreement. If the Grantor designates new Access providers, or if a current DAP moves its site or location at its own instigation after the Effective Date of this Agreement, the costs to construct the Cable System from the new site or location to the nearest distribution point of the Cable System shall not be the responsibility of Grantee and may be funded from the PEG capital fee under Section 13 of this Agreement.

## 9.2 **Channel Capacity and Use**

- (A) Upon the Effective Date of this Agreement, all Access Channels provided for herein are administered by the Grantor or a DAP.
- (B) Throughout the term of this Agreement, Grantee shall, at Grantee's expense and free of charge to Grantor and any DAP, provide five (5) Downstream Channels of Public, Educational, and Governmental Access Programming that shall be fully available to and viewable by every Subscriber regardless of subscription level, without additional costs, charges or equipment beyond the costs, charges and equipment required for the Subscribers' chosen subscription level. The Channel designations of those Channels as of the Effective Date of this Agreement are: Channel 21; Channel 23; Channel 28; Channel 30 West Linn and Channel 30 MACC. Notwithstanding the first sentence of this subsection (B), Grantee is not obligated to make Channel 30 West Linn available and viewable to Subscribers outside of the West Linn city limits and is not obligated to make Channel 30 MACC available and viewable to Subscribers within the West Linn city limits. Grantee does not relinquish its ownership of or ultimate right of control over Cable System Capacity or a Channel position by initially designating it for PEG Access use.
- (C) Grantee shall simultaneously carry all five (5) Access Channels in both Standard Definition (SD) and High Definition (HD), provided that Grantee shall have one hundred twenty (120) days after written request from the Grantor (which may be by electronic mail) to add the HD Channels for Channels 21, 23 and 30 West Linn. If, during the term of this Agreement, Grantee no longer offers any SD format Channels on the Cable System, Grantee may, after written notice to Grantor, stop providing the SD Access Channels. The Grantor acknowledges that receipt of HD format Access Channels may require Subscribers to buy or lease special equipment or pay additional HD charges applicable to HD services. For purposes of this Agreement, "HD" shall mean the highest quality format available for commercial Channels on the Cable System.
- (D) Throughout the term of this Agreement, Grantee shall, at Grantee's expense and free of charge to the Grantor and any DAP, provide and maintain existing fiber Upstream links to enable character generated, pre-recorded, and live cablecasts between the Origination Points provided pursuant in Section 9.7 and any DAP headend facility to enable the distribution of PEG Access Programming to Subscribers on PEG Channels.
- (E) Grantor or Grantee may request a review of the PEG Channels any time after the second year of the agreement to discuss items such as new Signal delivery options, Channel usage, and changes in technology.

### 9.3 **Access Channel Components**

Grantee shall carry all components of the Access Channel Signals provided by the DAP including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. The DAP shall be responsible for providing the Access Channel Signal to the Demarcation point at the designated point of origination for the Access Channel. Grantee shall be responsible for costs associated with the transport and distribution of the Access Channel on its side of the Demarcation point.

### 9.4 **Quality of Access Channel Signals.**

The Grantee shall not unreasonably discriminate against Access Channels with respect to accessibility, functionality and to the application of any applicable FCC Rules and Regulations, including without limitation Subpart K Channel Signal standards. With respect to Signal quality, Grantee shall not be required to carry an Access Channel in a higher quality format than that of the Channel Signal delivered to Grantee, but Grantee shall distribute the Access Channel Signal without degradation. There shall be no restriction on Grantee's technology used to deploy and deliver Access Channel Signals so long as the requirements of this Agreement are otherwise met. Grantee shall carry PEG Access Channels in a manner that produces a Signal quality for the Subscriber that is comparable and functionally equivalent to the highest quality format available for local broadcast HD Channels carried on the Cable System. In the event the Grantor believes and provides evidence that Grantee fails to meet this standard, Grantor will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner. Disputes under this Section 9.4 shall be addressed through the Franchise enforcement procedures set forth in Section 15. Upon reasonable written request by a DAP, Grantee shall verify that Access Channel Signal delivery to Subscribers is consistent with the requirements of this Section 9.4.

### 9.5 **Relocation of Access Channels**

Grantee shall continue to cablecast all Programming on the Cable System on the same Channel designations as such Programming is currently cablecast in the Franchise Area as set forth in Section 9.2. If at any time during the duration of this Agreement, Grantee is required by federal regulations to reassign the location of an Access Channel on its Cable System, Grantee shall provide at least sixty (60) days' advance notice to the Grantor and the DAP(s), and Grantee shall place the Access Channels within reasonable proximity from the Channel location for local broadcast stations. Grantee shall also make "best efforts" to assign the HD PEG Access Channel a number near the other HD local broadcast stations if such Channel positions are not already taken, or if that is not possible, near HD news/public affairs Programming Channels if such Channel positions are not already taken, or if not possible, as reasonably close as available Channel numbering will allow. Grantee shall ensure that Subscribers are notified of such reassignment in accordance with FCC notice requirements or any Grantor customer service standards that include its

customer messaging function, for at least fifteen (15) days prior to the change and fifteen (15) days after the change. In conjunction with any reassignment of any Access Channels, Grantee shall provide either (1) a reimbursement up to Seven Thousand Five Hundred Dollars (\$7,500) to the Grantors collectively or the Commission for actual costs associated with the change, or (2) Fifteen Thousand Dollars (\$15,000) of in-kind airtime on advertiser supported Channels to the Grantors collectively or the Commission for the purpose of airing multiple thirty (30) second public service announcements produced by the DAP. The Grantor shall cooperate with the DAP and Grantee for such airing. All reimbursement, whether in cash or in-kind, shall be paid or provided on a per-event basis, regardless of the number of Channels affected by the change.

#### 9.6 **Access Interconnections**

The Grantee shall, at Grantee's expense and free of charge to the Grantor and any DAP, maintain for the duration of this Agreement any and all existing Interconnections of Access Channels with contiguous Cable Systems owned by the Grantee as of the Effective Date of this Agreement, in order to receive from and deliver to the DAP's headend, via the Grantee's Headend, all the Access Channels required by this Agreement and originating by the Grantor or its designee.

#### 9.7 **Origination Points**

- (A) The existing Origination Points listed in Attachment B will remain available, at the expense of Grantee, for use by the DAP to enable the distribution of PEG Access Programming on the Cable System during the term of this Agreement.
- (B) Additional permanent Origination Points requested by the Grantor or DAP in writing shall be provided by Grantee as soon as reasonably possible, but not longer than one hundred eighty (180) days, at the expense of Grantor or DAP. Such costs may be paid for from the PEG capital fee in Section 13.
- (C) There shall be no charge to the Grantor, to the Commission, to any other DAP, or to any other Person for the use of the Upstream Capacity from the program origination locations described in this Section, so long as the transmissions are designed for re-routing and distribution on any PEG Channel(s).

#### 9.8 **Changes in Technology**

In the event Grantee makes any change in the Cable System and related equipment and facilities or in Grantee's Signal delivery technology, which directly or indirectly affects the Signal quality or transmission of Access services or Programming or requires Grantor to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of

any Access Channels (SD or HD), Grantee shall, at its own expense and free of charge to Grantor and DAP, take necessary technical steps or provide necessary technical assistance, including the purchase or acquisition and maintenance of all necessary equipment, and training of Grantor's Access personnel, to ensure that the capabilities of Access services are not diminished or adversely affected by such change.

9.9 **Technical Quality**

The Grantee shall maintain all Upstream and Downstream Access services, Programming and Interconnections at the same level of technical quality and reliability required by this Agreement and all other applicable laws, rules and regulations. Grantee shall throughout the term of this Agreement provide routine maintenance and shall repair and replace all transmission equipment, including, but not limited to, transmitters/receivers, associated cable and equipment necessary to carry a quality Signal to and from Demarcation at Grantor's or DAP's facilities.

9.10 **PEG Access Program Listings On Cable System's Digital Channel Guide**

Throughout the term of this Agreement, Grantee shall allow and continually assist Grantor or the DAP in making satisfactory arrangements with Grantee's Channel guide vendor to make detailed Programming listings available on the Electronic Program Guide. The Grantor or DAP will be solely responsible for providing the program information to the vendor in the format and timing required by the vendor and shall bear all costs of this guide service.

**SECTION 10. GENERAL STREET USE AND CONSTRUCTION**

10.1 **Construction**

- (A) Notwithstanding any other provision of this Agreement, Grantee shall comply with all Grantor codes, ordinances, resolutions, rules or regulations relating to use of the Streets and/or Public Rights of Way ("ROW Codes") that are applicable to Cable Systems. The provisions of this Section 10 shall apply only (i) if Grantor has no ROW Codes applicable to Cable Systems; or (ii) to the extent the provisions are not inconsistent with Grantor's ROW Codes.
- (B) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Agreement, Grantee may perform all construction and maintenance necessary for the operation of its Cable System to provide Cable Service. All construction and maintenance of any and all facilities within the Public Rights of Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Except as permitted in Section 10.1(E), prior to performing any construction or maintenance in the Public Rights of Way, Grantee shall apply for, and obtain, all required permits. Grantee shall pay, prior to issuance, all applicable fees of the requisite

construction permits and give appropriate notices to any other Cable Operators, franchisees, licensees or permittees of the Grantor, or other units of government owning or maintaining pipes, wires, conduits or other facilities which may be affected by the proposed excavation.

- (C) All construction shall be performed in compliance with this Agreement, all applicable Grantor ordinances and codes, and any permit issued by the Grantor. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other Cable Operators, franchisees, licensees and permittees so as to reduce as far as possible the number of Street cuts.
- (D) Grantor shall have the right to inspect all construction or installation work performed within the Franchise Area as it shall find necessary to ensure compliance with the terms of this Agreement, other applicable provisions of law, and any permit issued by the Grantor.
- (E) In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits as soon as reasonably practicable but in no event later than forty-eight (48) hours after discovery of the emergency. Grantee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permit or license fees. As used in this subsection, "emergency" means a circumstance in which immediate work is necessary to restore lost service or prevent immediate harm to persons or property.
- (F) Whenever reasonably possible, to avoid additional wear and tear on the Public Rights of Way, Grantee shall utilize existing poles and conduit. Notwithstanding the foregoing, this Agreement does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person without their permission.

#### 10.2 **Location of Facilities**

Grantee shall comply with the requirements of Oregon Utility Notification Center, ORS 757.542-757.562 and ORS 757.993, and applicable rules and regulations promulgated thereunder in OAR Chapter 952 relating to Oregon Utility Notification Center.

#### 10.3 **Relocation**

- (A) Relocation for Grantor.

- (1) Upon at least thirty (30) days' notice, Grantor shall have the right to require Grantee to change the location of any part of Grantee's Cable System within the Public Rights of Way when the public convenience requires such change, and the expense thereof shall be paid by Grantee (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party). Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by Grantor due to Grantee's delay, within forty-five (45) days of receipt of an invoice. If Grantor requires Grantee to relocate its facilities located within the Public Rights of Way, Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights of Way.
  - (2) If public funds, which Grantor received, are available to any other user of the Public Rights of Way (except for Grantor) for the purpose of defraying the cost of relocating or removing facilities and Grantee relocates or removes its facilities as required by Grantor under this Agreement, the Grantor shall notify Grantee of such funding and will consider reimbursing Grantee for such costs to the extent permitted or allowed by the funding source or applicable state law and to the extent other users of the Public Rights of Way are provided such funds.
- (B) Relocation by Grantor. The Grantor may remove, replace, modify or disconnect Grantee's facilities and equipment located in the Public Right of Way or on any other property of the Grantor in the case of fire, disaster, or other emergency, provided that Grantor shall be responsible for any damage to Grantee's facilities as a result of Grantor's negligence or gross negligence in performing work under this Section. The Grantor shall attempt to provide notice to Grantee prior to taking such action and shall, when feasible, provide Grantee with the opportunity to perform such action.
- (C) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation or repair of the facilities or equipment of another Franchise holder or licensee, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee and such other Franchise holder shall determine how costs associated with the removal or relocation required herein shall be allocated.
- (D) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall

temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must pay the expense of such temporary changes, and Grantee may require the permit holder to pay the full amount in advance.

#### 10.4 **Restoration of Public Rights of Way**

Whenever Grantee excavates, damages, or disturbs the surface of any Public Right of Way for any purpose, including but not limited to relocation or undergrounding as required in this Section, Grantee shall promptly restore the Public Right of Way to the satisfaction of the Grantor in accordance with applicable Grantor ordinances and codes and any permit issued by the Grantor. In the event there is no applicable ordinance, code or permit, Grantee shall promptly restore the Public Right of Way to at least its prior condition. Unless otherwise provided in any permit issued by Grantor, when any opening is made by Grantee in a hard surface pavement in any Public Right of Way, Grantee shall refill the opening within twenty-four (24) hours. Grantee shall be responsible for restoration and maintenance of the Public Right of Way and its surface affected by the excavation in accordance with applicable regulations of the Grantor. Grantor may, after providing notice to Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, refill or repave any opening made by Grantee in the Public Rights of Way, and the expense thereof shall be paid by Grantee. Grantor may, after providing notice to Grantee, remove and/or repair any work done by Grantee that, in the determination of Grantor, is inadequate. The cost thereof, including the costs of inspection and supervision, shall be paid by Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor. All excavations made by Grantee in the Public Rights of Way shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Agreement, and this Section in particular, shall be done in strict compliance with all rules, regulations and ordinances of Grantor and applicable state and federal laws.

#### 10.5 **Maintenance and Workmanship**

- (A) Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, poles, wires, conduits, pedestals, structures, equipment or other facilities that may have been laid in the Public Rights of Way by, or under, Grantor's authority.
- (B) Grantee shall maintain and use the Cable System so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, change and improve its facilities to keep them in good repair, and safe and presentable condition.

#### 10.6 **Reservation of Grantor Public Rights of Way**

Nothing in this Agreement shall prevent Grantor or utilities owned, maintained or operated by public entities other than Grantor, from constructing sewers; grading, paving, repairing or altering any Public Right of Way; repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. However, if any of Grantee's Cable System interferes with the construction or repair of any Public Right of Way or public improvement, including construction, repair or removal of a sewer or water main or any other public work, Grantee's Cable System shall be removed or replaced in the manner Grantor shall direct, and Grantor shall in no event be liable for any damage to any portion of Grantee's Cable System. Any and all such removal or replacement shall be at the expense of Grantee. Should Grantee fail to remove, adjust or relocate its facilities by the date established by Grantor's written notice to Grantee, Grantor may effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all reasonable costs and expenses incurred by Grantor due to Grantee's delay within forty-five (45) days of receipt of an invoice.

#### 10.7 **Use of Conduits by Grantor**

Upon sixty (60) days' notice, and with Grantee's concurrence, Grantor may install or affix and maintain wires and equipment owned by Grantor for governmental purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Public Rights of Way and other public places without charge to Grantor, to the extent space therein or thereon is reasonably available and feasible without compromising the integrity of the Cable System or facility and Grantee's future use thereof, and pursuant to all applicable ordinances and codes. For the purposes of this Section 10.7, "governmental purposes" includes, but is not limited to, the use of the structures and installations by Grantor for fire, police, traffic, water, telephone, or signal systems, but not for Cable System purposes or provision of services in competition with Grantee. Grantee shall not deduct the value of such use of its facilities from its Franchise fees payable to Grantor except as otherwise may be expressly authorized by federal law.

#### 10.8 **Public Rights of Way Vacation**

If any Public Right of Way or portion thereof used by Grantee is vacated by Grantor during the term of this Agreement, unless Grantor specifically reserves to Grantee the right to continue its installation in the vacated Public Right of Way, Grantee shall, without delay or expense to Grantor, remove its facilities from such Public Right of Way, and restore, repair or reconstruct the Public Right of Way where such removal has occurred, and place the Public Right of Way in such condition as may be required by Grantor. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by Grantor, to restore, repair or reconstruct such Public Right of Way, Grantor may do such work or cause it to be done, and the reasonable cost thereof, as found and

declared by Grantor, shall be paid by Grantee within thirty (30) days of receipt of an invoice.

#### 10.9 **Discontinuing Use of Facilities**

Whenever Grantee intends to discontinue using any facility within the Public Rights of Way, Grantee shall submit for Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Public Rights of Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by Grantor. Until such time as Grantee removes or modifies the facility as directed by Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Rights of Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

#### 10.10 **Hazardous Substances**

- (A) Grantee shall comply with all applicable local, state and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Public Rights of Way.
- (B) Grantee shall maintain and inspect its Cable System located in the Public Rights of Way. Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in the Public Rights of Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Agreement, Grantee shall also remove all residue of hazardous substances related thereto.
- (C) Grantee agrees to forever indemnify the Grantor, its officers, boards, commissions, duly authorized agents, and employees, from and against any claims, costs and expenses of any kind, pursuant to and in accordance with applicable state or federal laws, rules and regulations, for the removal or remediation of any leaks, spills, contamination or residues of hazardous substances attributable to Grantee's Cable System in the Public Rights of Way.

#### 10.11 **Undergrounding of Cable**

- (A) Where existing telecommunications or electric utility lines are installed

underground at the time of Cable System construction all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor or Subscribers, except as provided in subsection (C) of this Section 10.11.

- (B) Where utility lines are subsequently placed underground pursuant to a statute, ordinance, policy, or other regulation or order of an individual Grantor or Commission, all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor or Subscribers, except as provided in subsection (C) of this Section 10.11.
- (C) Cable System equipment such as pedestals must be placed in accordance with applicable code requirements and underground utility rules; provided, however, nothing in this Agreement shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, pedestals, power supplies, or other related equipment where the Grantor has authorized above-ground placement.
- (D) In areas where telecommunications and electric utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the reasonable additional cost in excess of aerial installation.
- (E) For purposes of this Section 10.11, "utility lines" and "utility wiring" does not include high voltage electric lines, which are electric lines used for transmission of electric energy at nominal voltages in excess of thirty-five thousand (35,000) volts.

#### 10.12 **Tree Trimming**

Subject to acquiring prior written permission of the Grantor, including any required permit, the Grantee shall have the authority to trim trees that overhang a Public Right of Way of the Grantor so as to prevent the branches of such trees from coming in contact with its Cable System, in accordance with applicable codes and regulations and current, accepted professional tree trimming practices.

#### 10.13 **Construction, Building and Zoning Codes**

Grantee shall strictly adhere to all applicable construction, building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to not cause unreasonable interference with the use of said public or private property by any Person. In the event of such interference, Grantor

may require the removal or relocation of Grantee's lines, cables, and other appurtenances, at Grantee's cost, from the property in question.

#### 10.14 **Standards**

- (A) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. The Grantee must comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Grantee must comply with applicable provisions of the National Electrical Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.
- (B) Grantee shall ensure that individual Cable System drops are properly bonded to the electrical power ground at the home at time of installation, and are consistent, in all respects, with applicable provisions of the National Electrical Code and the National Electrical Safety Code. All non-conforming or non-performing drops shall be repaired or replaced by Grantee as necessary.

### **SECTION 11. SYSTEM DESIGN AND STANDARDS**

#### 11.1 **Subscriber Network**

- (A) As of the Effective Date of this Franchise, the Cable System utilizes a fiber to the node and fiber to the premise architecture. Throughout the term of this Agreement, all active electronics will be 750 MHz capable equipment, or equipment of higher bandwidth.
- (B) The Cable System shall be two-way capable and able to support two-way high speed cable modem service via the Cable System. Passive devices will pass a minimum bandwidth of 750MHz.
- (C) The Cable System shall be capable of delivering at least 200 Channels including but not limited to digital music and video on demand to Subscribers.
- (D) The Grantor may review the system performance, Capacity and services offered to ensure the system keeps pace with changes in technology and is at least comparable to other systems in the Portland Metropolitan area.
- (E) Grantee's Subscriber network shall, at all times, meet or exceed the minimum system design and performance standards and specifications required by the FCC.

#### 11.2 **Test and Compliance Procedures**

Grantee shall be responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with applicable FCC technical standards, including but not limited to 47 C.F.R. §76.640, and/or other applicable FCC standards as amended. Grantee shall conduct and document testing of the Cable System on a regular basis to determine compliance with applicable FCC technical standards, including tests for digital Signal quality at every new Subscriber installation. Grantor may, by written request, require Grantee to perform tests to demonstrate compliance with this Section. Representatives of Grantor may witness tests, and written test reports shall be made available to Grantor upon request.

### 11.3 **Standby Power**

- (A) Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, to the node, rated for at least four (4) hours duration. In addition, throughout the term of this Agreement, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours.
- (B) Grantee shall continue to utilize status monitoring of the Cable System which can continually monitor the system for signal quality on the forward and return spectrums of the System. In addition, the Grantee shall maintain status monitoring for all power supplies in its headend(s) and hub(s) as well as the distribution system.
- (C) Status monitoring shall be capable of notifying the Grantee 24/7 of system problems including utility power outages that will negatively affect its customers.

## **SECTION 12. INSTITUTIONAL NETWORK SERVICES**

### 12.1 **History**

Grantee has constructed and provided managed network services through an institutional network known as the Public Communications Network ("PCN"). The PCN was provided by the Grantee to the Grantor and the Grantor-authorized Users of the PCN, including public agencies/Schools, public universities, Pacific University, and the Virginia Garcia Health Centers, or their successor agencies ("PCN Users"). Grantor and Grantee have agreed that the managed services for PCN Users shall continue to be provided by Grantee's Metro-E network ("Managed Services").

### 12.2 **Grantee Responsible for Providing Institutional Network Service**

- (A) Grantee or an Affiliate shall be fully responsible for and at all times shall operate, repair, maintain, manage and ensure provision of the Managed

Services to all eligible PCN Users through a Master Services Agreement or similar agreement comparable to, or more favorable to PCN Users than, Grantee's or its Affiliate's standard agreement for government customers, which agreement shall be subject to Grantor's approval, and with rates consistent with or better than the Rate Card attached hereto as Attachment C (collectively the "MSA") and the provisions of this Section 12. The parties agree that regardless of whether Grantee or an Affiliate provides the Managed Services, these Managed Services comprise an institutional network required under this Agreement as authorized by Section 611 of the Cable Act, and Grantee is ultimately responsible for the provision, operation and management of the Managed Services pursuant to the MSA. During the term of this Agreement, Grantee shall not terminate nor legally challenge the requirement to provide the Managed Services as provided in the MSA.

- (B) Should any designated Affiliate of the Grantee be unable or unwilling to provide the Managed Services described in this Section and the MSA, the parties agree that Grantee is fully and unconditionally responsible for continued provision of the Managed Services, including the assumption of responsibilities of PCN User contracts and the MSA.

### 12.3 **Master Services Agreement**

Subject to the transition plan set forth in Section 12.4 below, Grantee, or its Affiliate, shall at all times provide the Managed Services to PCN Users in accordance with an executed MSA. Where the MSA conflicts with any term or condition of this Agreement, the MSA shall prevail. If Grantor or any PCN User terminates in any manner the Managed Services provided under its MSA prior to the expiration date of this Agreement, such termination shall not affect any other rights or obligations under this Agreement or obligate Grantee to provide any other managed network or institutional network services to Grantor or any PCN User. Notwithstanding any other provision of this Section, the Grantor and Grantee acknowledge that, during the term of this Agreement, amendments to the MSA and/or associated Rate Card may be warranted and the parties agree to negotiate in good faith to reach agreement on amendments requested by Grantor, Grantee (or its Affiliate), or PCN Users that are beneficial to or, at a minimum, not detrimental to, PCN Users.

### 12.4 **Transition to New Master Services Agreement**

Until Grantee has transitioned PCN Users to a new MSA as provided in this subsection (A), Grantee shall continue providing PCN services to PCN Users under the agreed upon terms and conditions in effect prior to the Effective Date. Grantee shall offer PCN Users the opportunity to sign the MSA no later than January 1, 2027.

### 12.5 **Breach of the Master Services Agreement**

The parties intend that day-to-day issues regarding the provision of Managed

Services shall be addressed and resolved with reference solely to the MSA. If there is a sustained and ongoing material failure by the Grantee, or its Affiliate, to provide the Managed Services pursuant to the terms of the MSA, such failure may be deemed a breach of this Agreement and shall be subject to the fines and procedures set forth in Section 15 of this Agreement. All other breaches of the MSA shall be subject to the remedies set forth in the MSA.

12.6 **Grantor/User Meetings**

Grantee and any Affiliate providing the Managed Services agree to meet at least once annually with the members of the Broadband Users Group ("BUG") or its successor organization, to discuss planned improvements or changes to the Managed Services provided under the MSA, and to hear the comments and concerns of the BUG.

12.7 **Annual Report to Grantor**

Each calendar year of this agreement, upon request, Grantee shall provide Grantor, within forty-five (45) days of the request, with a report listing each PCN User site under the MSA, along with that site's address and the level of service provided at that site.

12.8 **Security**

Grantee agrees to abide by all privacy and security requirements in applicable state and federal laws and regulations with respect to Managed Services provided for in this Section 12.

**SECTION 13. PEG ACCESS AND PCN GRANT FUND**

Grantee shall support the continued viability of Institutional Network and PEG Access Programming, through the following funding:

13.1 **Fund Payments**

Beginning on the first day of the first month that falls at least thirty (30) days after the date all Grantor jurisdictions have approved this Agreement, and throughout the term of this Agreement, Grantee agrees to pay Grantor one and three quarters percent (1.75%) of Gross Revenue annually to support the Capital equipment and facility needs of PEG Access and the Grantor PCN institutional network, which funds shall be used in accordance with applicable federal law. Nothing in this Section 13 shall be viewed as a waiver of Grantor's rights to use the funds provided to Grantor in this Section 13.1 for any lawful purpose permitted under applicable federal law. Grantee shall make such payments Quarterly, following the Effective Date of this Agreement, for the preceding Quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days after the end of each Quarter.

### 13.2 **Annual Grant Award Report**

- (A) Grantor shall provide a report annually to the Grantee on the use of the funds provided by to the Grantor under this Section. Reports shall be submitted to the Grantee within one hundred twenty (120) days of the close of Grantor's fiscal year.
- (B) Grantee may reasonably review Records of the Grantor (and of the DAP) related to the use of funds in such reports to confirm that funds are used in accordance with federal law and this Agreement. Grantee will notify the Grantor in writing at least thirty (30) days prior to the date of such a review and identify the relevant financial Records of Grantor (and the DAP) that Grantee wants to review. The time period of the review shall be for the fund payments received no more than thirty-six (36) months prior to the date the Grantee notifies Grantor of its intent to perform a review. The Grantor shall make such Records available for inspection and copying during normal business hours at the office of the Grantor (or the DAP).

### 13.3 **PEG Access Not Franchise Fees**

- (A) Grantee agrees that financial support for PEG Access and the PCN, and all other Grantee PEG and PCN obligations set forth in this Agreement, shall in no way modify or otherwise affect Grantee's obligations to pay Franchise fees to Grantor. Grantee agrees that although the sum of Franchise fee and the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any past, present or future Franchise fee payments under this Agreement so long as such fees are used in a manner consistent with this Agreement and federal law.
- (B) Grantor recognizes Franchise fees and certain additional commitments are external costs as defined under the FCC rate regulations in force at the time of adoption of this Agreement and Grantee has the right and ability to include Franchise fees and certain other commitments that are not included in Franchise fees on the bills of cable Subscribers (47 C.F.R. § 76.922).

## **SECTION 14. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION**

### 14.1 **Equivalent Service**

It is Grantee's general policy that all residential dwelling units in the Franchise Area have equivalent availability to Cable Service from Grantee's Cable System under nondiscriminatory rates and reasonable terms and conditions, subject to federal law. Grantee shall not arbitrarily refuse to provide Cable Service to any Person within its Franchise Area.

#### 14.2 **Service Availability**

- (A) Service to New Subdivisions. Grantee shall provide Cable Service in new subdivisions upon the earlier of either of the following occurrences:
  - (1) Within sixty (60) days of the time when foundations have been installed in fifty (50) percent of the dwelling units in any individual subdivision; or
  - (2) Within thirty (30) days following a request from a resident. For purposes of this Section, a receipt shall be deemed to be made on the signing of a service agreement, receipt of funds by the Grantee, receipt of a written request by Grantee, or receipt by Grantee of a verified verbal request.
- (B) Grantee shall provide such Cable Service:
  - (1) With no line extension charge except as specifically authorized elsewhere in this Agreement.
  - (2) At a nondiscriminatory installation charge for a standard installation, consisting of a drop no longer than one hundred twenty five (125) feet, with additional charges for non-standard installations computed according to a nondiscriminatory methodology for such installations, adopted by Grantee and provided in writing to Grantor; and at nondiscriminatory monthly rates for residential Subscribers, subject to federal law.
- (C) Required Extensions of Service. Whenever the Grantee shall receive a request for service from a potential Subscriber where there are at least six (6) dwelling units within one thousand three hundred twenty (1,320) cable-bearing strand feet (one-quarter cable mile) for aerial plant, and ten (10) dwelling units within one thousand three hundred twenty (1,320) cable-bearing strand feet (one-quarter cable mile) for underground plant, measured from the nearest trunk or distribution cable capable of supporting the additional distance, it shall extend its Cable System to the potential Subscriber(s) at no cost to the potential Subscriber(s) other than the usual connection fees for all customers, within ninety (90) days of receipt of the request for service except for circumstances beyond Grantee's control.
- (D) Customer Charges for Extensions of Service. No potential Subscriber shall be refused service arbitrarily. However, for any dwelling unit that does not meet the density requirement in Section 14.2(C), Grantee shall have no obligation to provide Cable Service absent a Subscriber commitment to pay a portion of actual construction costs incurred consistent with the formula below. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be extended, the Grantee shall contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of dwelling units per one thousand three hundred

twenty (1,320) cable-bearing strand feet of its trunk or distribution cable and whose denominator equals six (6) or ten (10), as applicable. Subscribers who request service hereunder will bear the remainder of the actual construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by potential Subscribers be paid in advance.

- (E) Enforcement. Failure to meet these standards shall subject Grantee to enforcement actions on a per Subscriber basis in Section 15.

#### 14.3 **Connection of Public Facilities**

- (A) The parties acknowledge that as of the Effective Date of this Franchise, Grantee continues to provide one (1) outlet of Basic Service and limited Basic Service, or its reasonable equivalent ("Complimentary Services") to certain Schools, libraries, and public buildings within the Franchise Area, and Grantee shall continue to provide these Complimentary Services throughout the term of this Franchise. Those portions of buildings housing prison/jail populations shall be excluded from this requirement. In addition, Grantee agrees to provide, at no cost, one (1) outlet of Basic Service and limited Basic Service (or its functional equivalent) Programming to all such future public buildings if the drop line to such building does not exceed one hundred and twenty five (125) cable feet or if Grantor or other agency agrees to pay the incremental cost of such drop line in excess of one hundred twenty five (125) feet, including the cost of such excess labor and materials. Outlets of Basic Service and limited Basic Service (or its functional equivalent) Programming provided in accordance with this subsection may be used to distribute Cable Service throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Cost for any additional outlets shall be the responsibility of Grantor.
- (B) In the event Grantee believes the Complimentary Services are considered "franchise fees" subject to the five percent cap set forth in 47 U.S.C. § 542(b) and intends to include the costs in its Franchise fee calculation, the parties shall follow the procedure set forth in Section 3.8(B).
- (C) The Grantor shall have the right, at any time, to discontinue the receipt of all or a portion of the Complimentary Services provided by the Grantee in the event Grantee elects to include the costs in its Franchise fee payment Grantee's marginal cost to provide the Complimentary Services as set forth in the preceding paragraph.

## SECTION 15. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE

### 15.1 Procedure for Remedying Franchise Violations

- (A) If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.
- (B) Upon receipt of notice, Grantee shall have thirty (30) calendar days from the date of receipt of such notice to:
  - (1) Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and requesting a hearing in accordance with subsection (E) below;
  - (2) Cure the violation; or
  - (3) Notify Grantor that Grantee cannot cure the violation within the thirty (30) days, and notify the Grantor in writing of what steps the Grantee shall take to cure the violation, including the Grantee's projected completion date for such cure. In such case, Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection (C) below.
- (C) In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor shall, within thirty (30) days of Grantor's receipt of such notice, set a hearing. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. Notwithstanding the foregoing, in the event the parties mutually agree, prior to the public hearing required in this subsection (C), that Grantee's plan and completion date are reasonable, the same may be approved by the Grantor without a hearing. The Grantor may waive all or part of the fines for such extended cure period in accordance with the criteria set forth in subsection (G) below.
- (D) In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (C), the Grantor shall set a hearing to determine what fines, if any, shall be applied.
- (E) In the event that the Grantee contests the Grantor's assertion that a violation has occurred, and requests a hearing in accordance with subsection (B)(1) above, the Grantor shall set a hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what fines shall be applied.

- (F) In the case of any hearing pursuant to this Section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee shall be provided an opportunity to be heard, examine Grantor's witnesses, and to present evidence in its defense. The Grantor may also hear any other Person interested in the subject, and may provide additional hearing procedures as Grantor deems appropriate.
- (G) The fines set forth in Section 15.2 of this Agreement may be reduced at the discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:
  - (1) Whether the violation was unintentional;
  - (2) The nature of the harm which resulted;
  - (3) Whether there is a history of prior violations of the same or other requirements;
  - (4) Whether there is a history of overall compliance; and/or
  - (5) Whether the violation was voluntarily disclosed, admitted or cured.
- (H) If, after the hearing, Grantor determines that a violation exists, Grantor may use one or more of the following remedies:
  - (1) Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;
  - (2) Establish the amount of fine set forth in Section 15.2, taking into consideration the criteria provided for in subsection (G) of this Section as appropriate in Grantor's discretion;
  - (3) Revoke this Agreement; and/or
  - (4) Pursue any other legal or equitable remedy available under this Agreement or any applicable law.
- (I) Fines shall not be imposed in an amount in excess of seventy-five thousand dollars (\$75,000) for the Grantors collectively within any twelve (12) month consecutive period.
- (J) The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor or its designee, provided that any such final determination shall be subject to review by a court of competent jurisdiction under applicable law.

## 15.2 **Fines**

- (A) Failure to comply with provisions of this Agreement may result in injury

to Grantor. Grantor and Grantee recognize it will be difficult to accurately estimate the extent of such injury. Therefore, the financial penalty provisions of this Agreement are intended as a reasonable forecast of compensation to the Grantors collectively for the harm caused by violation of this Agreement, including but not limited to administrative expense, legal fees, publication of notices, and holding of a hearing or hearings as provided herein.

- (1) For violating aggregate performance telephone answering standards for a Quarterly measurement period:
  - (a) \$10,000 for the first such violation;
  - (b) \$20,000 for the second such violation, unless the violation has been cured;
  - (c) \$30,000 for any and all subsequent violations, unless the violation has been cured;

A cure is defined as meeting the Subscriber telephone answering standards for two (2) consecutive Quarterly measurement periods;

- (2) For violation of applicable Subscriber service standards where violations are not measured in terms of aggregate performance standards: \$750 per violation, per day;
- (3) For all other violations of this Agreement, except as otherwise provided herein: \$750/day for each violation for each day the violation continues.
- (4) For purposes of subsections (2) and (3) of this Section 15.2(A), the date of violation will be the date of the event and not the date Grantee receives notice of the violation.

- (B) The fines set forth in Section 15.2(A) may be reduced at the sole discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of violation as reflected by one or more of the following factors:

- (1) Whether the violation was unintentional;
- (2) The nature of the harm which resulted;
- (3) Whether there is a history of prior violations of the same or other requirements;
- (4) Whether there is a history of overall compliance; and/or
- (5) Whether the violation was voluntarily disclosed, admitted or cured.

- (C) Collection of Fines. The collection of fines by the Grantor shall in no respect affect:
- (1) Compensation owed to Subscribers;
  - (2) The Grantee's obligation to comply with all of the provisions of this Agreement or applicable law; or
  - (3) Other remedies available to the Grantors provided, however, that collection of fines shall be the exclusive remedy for the Grantors for the particular incident or for the particular time period for which fines are imposed other than reasonable attorney fees and costs, if applicable. If the violation continues beyond the particular time period, Grantor shall have the right to pursue other remedies under this Agreement.

### 15.3 **Revocation**

- (A) Should Grantor seek to revoke the Franchise after following the procedures set forth in Section 15.1, Grantor shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event Grantor has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. Grantor shall cause to be served upon Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- (B) At the designated hearing, Grantee shall be provided a fair opportunity for full participation, and both Grantee and Grantor shall have the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the other party, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. Grantee may request, prior to the hearing, that Grantor provide a complete verbatim record and transcript of such hearing, which shall be at Grantee's cost.
- (C) Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter Grantor shall determine (i) whether such event of default is excusable; and (ii) whether such event of default has been cured or will be cured by Grantee. Grantor shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to Grantee to effect any cure. If Grantor determines that the Franchise shall be revoked, Grantor shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of Grantor to an appropriate court, which shall have the power to review the decision of Grantor.

Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Grantor.

- (D) Grantor may, at its sole discretion, take any lawful action which it deems appropriate to enforce Grantor's rights under the Agreement in lieu of revocation of the Franchise.

#### 15.4 **Relationship of Remedies**

- (A) Remedies are Non-exclusive. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the Grantor at law or equity. The collection of fines by Grantor shall in no respect affect:
  - (1) Refunds or credits owed to Subscribers; or
  - (2) Grantee's obligation to comply with the provisions of this Agreement or applicable law.
- (B) No Election of Remedies. Without limitation, the withdrawal of amounts from the Grantee's performance bond, or the recovery of amounts under the insurance, indemnity or penalty provisions of this Agreement, shall not be construed as any of the following: an election of remedies; a limit on the liability of Grantee under the Agreement for fines or otherwise, except as provided in Section 15.2; or an excuse of faithful performance by Grantee.

#### 15.5 **Removal**

- (A) In the event of termination, expiration or revocation of this Agreement, Grantor may order the removal of the Cable System facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Public Rights of Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its plant, structures and equipment.
- (B) If Grantee fails to complete any required removal to the satisfaction of Grantor, Grantor may cause the work to be done and Grantee shall reimburse Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs and Grantor may recover the costs through the Performance Bond provided by Grantee.

#### 15.6 **Receivership and Foreclosure** Grantor and Grantee acknowledge that the following paragraphs are subject to the jurisdiction of the bankruptcy court.

- (A) At the option of Grantor, subject to applicable law, this Agreement may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless:
  - (1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or
  - (2) The receiver(s) or trustee(s) have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all violations under the Agreement. Additionally, the receiver(s) or trustee(s) shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver(s) or trustee(s) assume and agree to be bound by each and every term and provision of this Agreement.
- (B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Agreement shall be revoked thirty (30) days after service of such notice, unless:
  - (1) Grantor has approved the transfer of this Agreement, in accordance with the procedures set forth in this Agreement and as provided by law; and
  - (2) The purchaser has agreed with Grantor to assume and be bound by all of the terms and conditions of this Agreement.

#### 15.7 **No Recourse Against Grantor**

Grantee shall not have any monetary recourse against Grantor or its officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof, in accordance with the provisions of applicable federal, state and local law. The rights of the Grantor under this Agreement are in addition to, and shall not be read to limit, any rights or immunities the Grantor may enjoy under federal, state or local law. However, under current federal law, Grantee does have the right to seek injunctive and declaratory relief.

#### 15.8 **Nonenforcement By Grantor**

Grantee is not relieved of its obligation to comply with any of the provisions of this Agreement by reason of any failure of Grantor to enforce prompt compliance. Grantor's forbearance or failure to enforce any provision of this Agreement shall not serve as a basis to stop any subsequent enforcement. The failure of the Grantor on one or more occasions to exercise a right or to require

compliance or performance under this Agreement or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing by the Grantor. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

## **SECTION 16. ABANDONMENT**

### **16.1 Effect of Abandonment**

If the Grantee abandons its System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor or until this Agreement is revoked and a new grantee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all costs, expenses and damages incurred.

### **16.2 What Constitutes Abandonment**

The Grantor shall be entitled to exercise its options and obtain any required injunctive relief pursuant to Section 16.1 if:

- (A) The Grantee fails to provide Cable Service in accordance with this Agreement to the Franchise Area for ninety-six (96) consecutive hours, unless the Grantor authorizes a longer interruption of service, except if such failure to provide service is due to a force majeure occurrence, as described in Section 4.7; or
- (B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Agreement.

## **SECTION 17. FRANCHISE RENEWAL AND TRANSFER**

### **17.1 Renewal**

- (A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of Grantee's Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.
- (B) In addition to the procedures set forth in the Cable Act, the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable related community needs and interests,

as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this Section to be consistent with the express provisions of the Cable Act.

17.2 **Transfer of Ownership or Control**

- (A) The Cable System and this Agreement shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, or consolidation, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity (hereinafter, "Transfer"), without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.
- (B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee (hereinafter, "Change in Control"). The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a Change in Control has occurred shall arise on the acquisition or accumulation by any Person or group of Persons of fifty-one percent (51%) of the shares or the general partnership interest in the Grantee, except that this sentence shall not apply in the case of a transfer to any Person or group already owning at least a fifty-one percent (51%) interest of the shares or the general partnership interest in the Grantee. Every Change in Control shall make this Agreement subject to revocation unless and until the Grantor shall have consented thereto.
- (C) The parties to the Transfer or Change in Control shall make a written request to the Grantor for its approval of a Transfer or Change in Control, and furnish all information required by law and the Grantor.
- (D) The Grantor shall render a final written decision on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted as required by federal law unless the requesting party and the Grantor agree to an extension of time.
- (E) Within thirty (30) days of any Transfer or Change in Control, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a

copy of the deed, agreement, lease or other written instrument evidencing such Transfer or Change in Control, certified and sworn to as correct by Grantee and the transferee.

- (F) In reviewing a request for Transfer or Change in Control, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said Transfer or Change in Control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Agreement by Grantee.
- (G) The consent or approval of the Grantor to any Transfer or Change in Control by the Grantee shall not constitute a waiver or release of any rights of the Grantor, and any Transfer or Change in Control shall, by its terms, be expressly subordinate to the terms and conditions of this Agreement.
- (H) Notwithstanding anything to the contrary in this Section, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Agreement or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all provisions of the Agreement. No consent shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

## **SECTION 18. SEVERABILITY**

If any Section, subsection, paragraph, term, or provision of this Agreement or any ordinance, law, or document incorporated herein by reference is held by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such holding shall be confined in its operation to the Section, subsection, paragraph, term, or provision directly involved in the controversy in which such holding shall have been rendered, and shall not in any way affect the validity of any other Section, subsection, paragraph, term, or provision hereof. Under such a circumstance, the Grantee shall, upon the Grantor's request, meet and confer with the Grantor to consider amendments to this Agreement. The purpose of the amendments shall be to place the parties, as nearly as possible, in the position that they were in prior to such determination, consistent with applicable law. In the event the parties are unable to agree to a modification of this Agreement within sixty (60) days, either party may (1) seek appropriate legal remedies to amend this Agreement, or (2) shorten this Agreement to thirty-six (36) months, at which point either party may invoke the renewal procedures

under 47 U.S.C. § 546. Each party agrees to participate in up to sixteen (16) hours of negotiation during the sixty (60) day period.

## **SECTION 19. MISCELLANEOUS PROVISIONS**

### **19.1 Preferential or Discriminatory Practices Prohibited**

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, creed, ethnic or national origin, religion, age, sex, sexual orientation, marital status, or physical or mental disability. Throughout the term of this Agreement, Grantee shall fully comply with all equal employment or nondiscrimination provisions and requirements of federal, state and local law and, in particular, FCC rules and regulations relating thereto.

### **19.2 Dispute Resolution**

- (A) The Grantor and Grantee agree that should a dispute arise between the parties concerning any aspect of this Agreement that is not resolved by mutual agreement of the parties, and unless either party believes in good faith that injunctive relief is warranted, the dispute will be submitted to mediated negotiation prior to any party commencing litigation. In such event, the Grantor and Grantee agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator.
- (B) If the parties are unable to successfully conclude the mediation within forty-five (45) days from the date of the selection of the mediator, either party may terminate further mediation by sending written notice to the other. After written notice has been received by the other party, either party may pursue whatever legal remedies exist. All costs of the mediator shall be borne equally by the parties and otherwise each party shall bear their own costs associated with mediation.

### **19.3 Notices**

- (A) Throughout the term of this Agreement, Grantee shall maintain and file with Grantor a designated address for the service of notices by mail. A copy of all notices from Grantor to Grantee shall be sent, postage prepaid, to such address and such notices shall be effective upon the date of mailing. For general day-to-day communications between the parties, including reports and LFA notifications, electronic mail may be used in lieu of notices sent by USPS or other delivery service. At the Effective Date of this Agreement, such addresses shall be:

Comcast of Oregon, II, Inc.  
Attn: Government Affairs  
11308 SW 68<sup>th</sup> Parkway  
Tigard, OR 97223

With a copy to:

Comcast Cable  
Attn.: Government Affairs Department  
1701 JFK Blvd, 49<sup>th</sup> Floor  
Philadelphia, PA 19103

- (B) All notices to be sent by Grantee to Grantor under this Agreement shall be sent, postage prepaid, and such notices shall be effective upon the date of mailing. For general day-to-day communications between the parties, including reports and LFA notifications, electronic mail may be used in lieu of notices sent by USPS or other delivery service. At the Effective Date of this Agreement, such address shall be:

Metropolitan Area Communications Commission  
15201 NW Greenbrier Parkway, C-1  
Beaverton, OR 97006

19.4 **Binding Effect**

This Agreement shall be binding upon the parties hereto, their permitted successors and assigns.

19.5 **Authority to Amend**

This Agreement may be amended at any time by written agreement between the parties.

19.6 **Governing Law**

This Agreement shall be governed in all respects by the laws of the State of Oregon.

19.7 **Guarantee**

The performance of the Grantee shall be guaranteed in all respects by Comcast Cable Communications Management, LLC. A signed guarantee, in a form acceptable to the Grantor, shall be filed with the Grantor prior to the Effective Date hereof.

19.8 **Captions**

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Agreement.

19.9 **Entire Agreement**

This Agreement, together with all appendices and attachments, contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

19.10 **Construction of Agreement**

The provisions of this Agreement shall be liberally construed to promote the public interest.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

COMCAST OF OREGON II, INC.

By: \_\_\_\_\_  
Senior Vice President

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

METROPOLITAN AREA COMMUNICATIONS COMMISSION

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

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

**Attachment A**  
**COMMISSION FRANCHISE STATISTICS - QUARTERLY REPORT**  
**Due By: April 15, July 15, October 15 and January 15**

To: \_\_\_\_\_

From: \_\_\_\_\_

| <b>TELEPHONE ANSWERING ACTIVITY</b>     | 1 <sup>st</sup> Qtr Total | 2 <sup>nd</sup> Qtr Total | 3 <sup>rd</sup> Qtr Total | 4 <sup>th</sup> Qtr Total |
|-----------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| TOTAL CALLS ANS'D W/IN 30 SECS.         |                           |                           |                           |                           |
| AVERAGE HOLD TIME (measured in seconds) |                           |                           |                           |                           |
| % ANS W/IN 30 SECS.                     |                           |                           |                           |                           |
| %ABANDONED                              |                           |                           |                           |                           |
| % LINES AVAILABLE                       |                           |                           |                           |                           |
|                                         |                           |                           |                           |                           |
| <b>SUBSCRIBERS</b>                      |                           |                           |                           |                           |
| TOTAL SUBSCRIBERS                       |                           |                           |                           |                           |
| TOTAL DISCO's                           |                           |                           |                           |                           |
| TECH DISCO's                            |                           |                           |                           |                           |
| NON-PAY DISCO's                         |                           |                           |                           |                           |
|                                         |                           |                           |                           |                           |
| <b>TECHNICAL ACTIVITY</b>               |                           |                           |                           |                           |
| SERVICE CALLS                           |                           |                           |                           |                           |
| OUTAGES                                 |                           |                           |                           |                           |
| TOTAL TIME OUT FOR OUTAGES              |                           |                           |                           |                           |
| AVERAGE DURATION OF OUTAGES             |                           |                           |                           |                           |

Equivalent Billing Unit: Commercial and bulk account revenues that may be adjusted below or above the standard (basic+ expanded) cable rate are either counted as greater than a full subscriber or less than a full subscriber by dividing the actual revenues for bulk and commercial accounts by the standard cable rate. Example: If an apartment unit is being charged 50% off the standard rate and there are 500 customers, the EBU number is 250.

*Confidential and Proprietary- Comcast*

*Information is confidential under Oregon Public Records Law as it is a compilation of information which is not patented, which is known only to certain individuals within the company and is used in the business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it*

## COMPLAINT SUMMARY

### 20 — Q COMMISSION TOTALS

| Indicator City     | Create Date | Details | Customer Name | Customer Address | Serv Addr Postal Cd | Total |
|--------------------|-------------|---------|---------------|------------------|---------------------|-------|
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
|                    |             |         |               |                  |                     |       |
| <b>GRAND TOTAL</b> |             |         |               |                  |                     |       |

All Information is property of Comcast Cable and deemed confidential and proprietary.  
Complaints highlighted in yellow indicate non-video issues.

Comcast  
TELEPHONE RESPONSE REPORT  
Metropolitan Area Communications Commission (MACC) Quarterly Report  
Q1 20\_\_

|        | Calls handled |           |              |       |         |     |       | Abandons       |           |              |       |         |       | Qty Handled <30 |           |              |       |         |     | Service Level % |         |           |              |       |         |                 |
|--------|---------------|-----------|--------------|-------|---------|-----|-------|----------------|-----------|--------------|-------|---------|-------|-----------------|-----------|--------------|-------|---------|-----|-----------------|---------|-----------|--------------|-------|---------|-----------------|
|        | Spanish       | Retention | Video Repair | Sales | Billing | IVR | Total | Same structure | Retention | Video Repair | Sales | Billing | Total | Spanish         | Retention | Video Repair | Sales | Billing | IVR | Total           | Spanish | Retention | Video Repair | Sales | Billing | Quarterly % <30 |
| Q_20__ |               |           |              |       |         |     |       |                |           |              |       |         |       |                 |           |              |       |         |     |                 |         |           |              |       |         |                 |

**Attachment B**  
**EXISTING LIVE ORINATION SITES**

---

**Beaverton City Hall**

12725 SW Millikan Way  
Beaverton, OR 97005

**Beaverton Police/Courts Headquarters**

4755 SW Griffith Drive  
Beaverton, OR 97076

**Washington County Public Services Bldg.**

155 N. First Ave.  
Hillsboro, OR 97123

**Hillsboro Civic Center**

150 E. Main St.  
Hillsboro, OR 97123

**Lake Oswego City Hall**

380 "A" Ave  
Lake Oswego, OR 97034

**Tigard City Hall**

13125 SW Hall Blvd  
Tigard, OR 97223

**Forest Grove Auditorium**

1915 Main St.  
Forest Grove, OR 97116

**Pacific University**

2043 College Way  
Forest Grove, OR 97116

**West Linn City Hall**

22500 Salamo Road  
West Linn, OR 97068

**West Linn-Wilsonville School District 3JT**

22210 SW Stafford Road  
Tualatin, OR 97062

**Clackamas Community College**  
19600 Molalla Avenue  
Oregon City, OR 97045

**Tualatin City Services**  
10699 SW Herman Road  
Tualatin, OR 97062

**King City City Hall**  
15300 SW 116th Avenue  
King City, OR 97224

**Cornelius City Hall**  
1355 N. Barlow Street  
Cornelius, OR 97113

**Attachment C  
PCN RATE CARD**



| Ethernet Network Service - OVER FIBER                                   |          |              |          |              |          |              |
|-------------------------------------------------------------------------|----------|--------------|----------|--------------|----------|--------------|
| Pricing for ENS with Basic Class of Service                             |          |              |          |              |          |              |
| Pricing does not include any potential construction charges (if needed) |          |              |          |              |          |              |
| Service Bandwidth mbps                                                  | 1-YR NRC | 1-YR MRC     | 3-YR NRC | 3-YR MRC     | 5-YR NRC | 5-YR MRC     |
| 100                                                                     | \$ -     | \$ 404.46    | \$ -     | \$ 364.50    | \$ -     | \$ 328.05    |
| 200                                                                     | \$ -     | \$ 580.23    | \$ -     | \$ 523.80    | \$ -     | \$ 471.42    |
| 300                                                                     | \$ -     | \$ 607.23    | \$ -     | \$ 548.10    | \$ -     | \$ 493.29    |
| 400                                                                     | \$ -     | \$ 634.23    | \$ -     | \$ 572.40    | \$ -     | \$ 515.16    |
| 500                                                                     | \$ -     | \$ 661.23    | \$ -     | \$ 596.70    | \$ -     | \$ 537.03    |
| 600                                                                     | \$ -     | \$ 688.23    | \$ -     | \$ 621.00    | \$ -     | \$ 558.90    |
| 700                                                                     | \$ -     | \$ 715.23    | \$ -     | \$ 645.30    | \$ -     | \$ 580.77    |
| 800                                                                     | \$ -     | \$ 742.23    | \$ -     | \$ 669.60    | \$ -     | \$ 602.64    |
| 900                                                                     | \$ -     | \$ 769.23    | \$ -     | \$ 693.90    | \$ -     | \$ 624.51    |
| 1,000                                                                   | \$ -     | \$ 796.23    | \$ -     | \$ 718.20    | \$ -     | \$ 646.38    |
| 2,000                                                                   | \$ -     | \$ 1,354.59  | \$ -     | \$ 1,212.30  | \$ -     | \$ 1,091.07  |
| 3,000                                                                   | \$ -     | \$ 1,531.71  | \$ -     | \$ 1,371.60  | \$ -     | \$ 1,234.44  |
| 4,000                                                                   | \$ -     | \$ 1,753.65  | \$ -     | \$ 1,571.40  | \$ -     | \$ 1,414.26  |
| 5,000                                                                   | \$ -     | \$ 2,029.59  | \$ -     | \$ 1,819.80  | \$ -     | \$ 1,637.82  |
| 6,000                                                                   | \$ -     | \$ 2,371.68  | \$ -     | \$ 2,127.60  | \$ -     | \$ 1,914.84  |
| 7,000                                                                   | \$ -     | \$ 2,794.50  | \$ -     | \$ 2,508.30  | \$ -     | \$ 2,257.47  |
| 8,000                                                                   | \$ -     | \$ 3,319.65  | \$ -     | \$ 2,980.80  | \$ -     | \$ 2,682.72  |
| 9,000                                                                   | \$ -     | \$ 3,970.62  | \$ -     | \$ 3,566.70  | \$ -     | \$ 3,210.03  |
| 10,000                                                                  | \$ -     | \$ 4,777.65  | \$ -     | \$ 4,293.00  | \$ -     | \$ 3,863.70  |
| 20,000                                                                  | \$ -     | \$ 7,989.03  | \$ -     | \$ 7,162.83  | \$ -     | \$ 6,446.52  |
| 30,000                                                                  | \$ -     | \$ 9,377.64  | \$ -     | \$ 8,412.66  | \$ -     | \$ 7,571.34  |
| 40,000                                                                  | \$ -     | \$ 10,766.25 | \$ -     | \$ 9,662.49  | \$ -     | \$ 8,696.16  |
| 50,000                                                                  | \$ -     | \$ 12,159.18 | \$ -     | \$ 10,915.83 | \$ -     | \$ 9,824.22  |
| 60,000                                                                  | \$ -     | \$ 13,547.79 | \$ -     | \$ 12,165.66 | \$ -     | \$ 10,949.04 |
| 70,000                                                                  | \$ -     | \$ 14,936.40 | \$ -     | \$ 13,415.49 | \$ -     | \$ 12,073.86 |
| 80,000                                                                  | \$ -     | \$ 16,329.33 | \$ -     | \$ 14,668.83 | \$ -     | \$ 13,201.92 |
| 90,000                                                                  | \$ -     | \$ 17,717.94 | \$ -     | \$ 15,918.66 | \$ -     | \$ 14,326.74 |
| 100,000                                                                 | \$ -     | \$ 19,110.60 | \$ -     | \$ 17,172.00 | \$ -     | \$ 15,454.80 |

# COMCAST BUSINESS

| Ethernet Virtual Private Line - OVER FIBER                              |          |              |          |              |          |              |
|-------------------------------------------------------------------------|----------|--------------|----------|--------------|----------|--------------|
| Pricing for EVPL with Basic Class of Service:                           |          |              |          |              |          |              |
| Pricing does not include any potential construction charges (if needed) |          |              |          |              |          |              |
| Service Bandwidth<br>mbps                                               | 1-YR NRC | 1-YR MRC     | 3-YR NRC | 3-YR MRC     | 5-YR NRC | 5-YR MRC     |
| 100                                                                     | \$ -     | \$ 552.96    | \$ -     | \$ 499.50    | \$ -     | \$ 449.55    |
| 200                                                                     | \$ -     | \$ 579.96    | \$ -     | \$ 523.80    | \$ -     | \$ 471.42    |
| 300                                                                     | \$ -     | \$ 606.96    | \$ -     | \$ 548.10    | \$ -     | \$ 493.29    |
| 400                                                                     | \$ -     | \$ 633.96    | \$ -     | \$ 572.40    | \$ -     | \$ 515.16    |
| 500                                                                     | \$ -     | \$ 660.96    | \$ -     | \$ 596.70    | \$ -     | \$ 537.03    |
| 600                                                                     | \$ -     | \$ 687.96    | \$ -     | \$ 621.00    | \$ -     | \$ 558.90    |
| 700                                                                     | \$ -     | \$ 714.96    | \$ -     | \$ 645.30    | \$ -     | \$ 580.77    |
| 800                                                                     | \$ -     | \$ 741.96    | \$ -     | \$ 669.60    | \$ -     | \$ 602.64    |
| 900                                                                     | \$ -     | \$ 768.96    | \$ -     | \$ 693.90    | \$ -     | \$ 624.51    |
| 1,000                                                                   | \$ -     | \$ 795.96    | \$ -     | \$ 718.20    | \$ -     | \$ 646.38    |
| 2,000                                                                   | \$ -     | \$ 1,354.59  | \$ -     | \$ 1,212.30  | \$ -     | \$ 1,091.07  |
| 3,000                                                                   | \$ -     | \$ 1,531.44  | \$ -     | \$ 1,371.60  | \$ -     | \$ 1,234.44  |
| 4,000                                                                   | \$ -     | \$ 1,753.38  | \$ -     | \$ 1,571.40  | \$ -     | \$ 1,414.26  |
| 5,000                                                                   | \$ -     | \$ 2,029.59  | \$ -     | \$ 1,819.80  | \$ -     | \$ 1,637.82  |
| 6,000                                                                   | \$ -     | \$ 2,371.41  | \$ -     | \$ 2,127.60  | \$ -     | \$ 1,914.84  |
| 7,000                                                                   | \$ -     | \$ 2,794.50  | \$ -     | \$ 2,508.30  | \$ -     | \$ 2,257.47  |
| 8,000                                                                   | \$ -     | \$ 3,319.38  | \$ -     | \$ 2,980.80  | \$ -     | \$ 2,682.72  |
| 9,000                                                                   | \$ -     | \$ 3,970.62  | \$ -     | \$ 3,566.70  | \$ -     | \$ 3,210.03  |
| 10,000                                                                  | \$ -     | \$ 4,777.38  | \$ -     | \$ 4,293.00  | \$ -     | \$ 3,863.70  |
| 20,000                                                                  | \$ -     | \$ 7,988.49  | \$ -     | \$ 7,162.83  | \$ -     | \$ 6,446.52  |
| 30,000                                                                  | \$ -     | \$ 9,377.10  | \$ -     | \$ 8,412.66  | \$ -     | \$ 7,571.34  |
| 40,000                                                                  | \$ -     | \$ 10,765.71 | \$ -     | \$ 9,662.49  | \$ -     | \$ 8,696.16  |
| 50,000                                                                  | \$ -     | \$ 12,158.37 | \$ -     | \$ 10,915.83 | \$ -     | \$ 9,824.22  |
| 60,000                                                                  | \$ -     | \$ 13,546.98 | \$ -     | \$ 12,165.66 | \$ -     | \$ 10,949.04 |
| 70,000                                                                  | \$ -     | \$ 14,935.59 | \$ -     | \$ 13,415.49 | \$ -     | \$ 12,073.86 |
| 80,000                                                                  | \$ -     | \$ 16,328.25 | \$ -     | \$ 14,668.83 | \$ -     | \$ 13,201.92 |
| 90,000                                                                  | \$ -     | \$ 17,716.86 | \$ -     | \$ 15,918.66 | \$ -     | \$ 14,326.74 |
| 100,000                                                                 | \$ -     | \$ 19,109.52 | \$ -     | \$ 17,172.00 | \$ -     | \$ 15,454.80 |

# COMCAST BUSINESS

| Ethernet Private Line - OVER FIBER                                      |          |              |          |              |          |              |
|-------------------------------------------------------------------------|----------|--------------|----------|--------------|----------|--------------|
| Pricing for EPL with Basic Class of Service                             |          |              |          |              |          |              |
| Pricing does not include any potential construction charges (if needed) |          |              |          |              |          |              |
| Service Bandwidth<br>mbps                                               | 1-YR NRC | 1-YR MRC     | 3-YR NRC | 3-YR MRC     | 5-YR NRC | 5-YR MRC     |
| 100                                                                     | \$ -     | \$ 386.10    | \$ -     | \$ 348.30    | \$ -     | \$ 313.47    |
| 200                                                                     | \$ -     | \$ 728.19    | \$ -     | \$ 658.80    | \$ -     | \$ 592.92    |
| 300                                                                     | \$ -     | \$ 755.19    | \$ -     | \$ 683.10    | \$ -     | \$ 614.79    |
| 400                                                                     | \$ -     | \$ 782.19    | \$ -     | \$ 707.40    | \$ -     | \$ 636.66    |
| 500                                                                     | \$ -     | \$ 809.19    | \$ -     | \$ 731.70    | \$ -     | \$ 658.53    |
| 600                                                                     | \$ -     | \$ 836.19    | \$ -     | \$ 756.00    | \$ -     | \$ 680.40    |
| 700                                                                     | \$ -     | \$ 863.19    | \$ -     | \$ 780.30    | \$ -     | \$ 702.27    |
| 800                                                                     | \$ -     | \$ 890.19    | \$ -     | \$ 804.60    | \$ -     | \$ 724.14    |
| 900                                                                     | \$ -     | \$ 917.19    | \$ -     | \$ 828.90    | \$ -     | \$ 746.01    |
| 1,000                                                                   | \$ -     | \$ 944.19    | \$ -     | \$ 853.20    | \$ -     | \$ 767.88    |
| 2,000                                                                   | \$ -     | \$ 1,941.03  | \$ -     | \$ 1,733.40  | \$ -     | \$ 1,560.06  |
| 3,000                                                                   | \$ -     | \$ 2,157.03  | \$ -     | \$ 1,927.80  | \$ -     | \$ 1,735.02  |
| 4,000                                                                   | \$ -     | \$ 2,438.91  | \$ -     | \$ 2,181.60  | \$ -     | \$ 1,963.44  |
| 5,000                                                                   | \$ -     | \$ 2,832.03  | \$ -     | \$ 2,535.30  | \$ -     | \$ 2,281.77  |
| 6,000                                                                   | \$ -     | \$ 3,225.15  | \$ -     | \$ 2,889.00  | \$ -     | \$ 2,600.10  |
| 7,000                                                                   | \$ -     | \$ 3,618.27  | \$ -     | \$ 3,242.70  | \$ -     | \$ 2,918.43  |
| 8,000                                                                   | \$ -     | \$ 4,011.39  | \$ -     | \$ 3,596.40  | \$ -     | \$ 3,236.76  |
| 9,000                                                                   | \$ -     | \$ 4,404.51  | \$ -     | \$ 3,950.10  | \$ -     | \$ 3,555.09  |
| 10,000                                                                  | \$ -     | \$ 5,624.91  | \$ -     | \$ 5,049.00  | \$ -     | \$ 4,544.10  |
| 20,000                                                                  | \$ -     | \$ 8,308.71  | \$ -     | \$ 7,450.92  | \$ -     | \$ 6,705.72  |
| 30,000                                                                  | \$ -     | \$ 9,777.24  | \$ -     | \$ 8,772.57  | \$ -     | \$ 7,895.34  |
| 40,000                                                                  | \$ -     | \$ 11,245.77 | \$ -     | \$ 10,094.22 | \$ -     | \$ 9,084.69  |
| 50,000                                                                  | \$ -     | \$ 12,718.89 | \$ -     | \$ 11,419.92 | \$ -     | \$ 10,277.82 |
| 60,000                                                                  | \$ -     | \$ 14,187.42 | \$ -     | \$ 12,741.57 | \$ -     | \$ 11,467.44 |
| 70,000                                                                  | \$ -     | \$ 15,655.68 | \$ -     | \$ 14,063.22 | \$ -     | \$ 12,656.79 |
| 80,000                                                                  | \$ -     | \$ 17,128.80 | \$ -     | \$ 15,388.92 | \$ -     | \$ 13,849.92 |
| 90,000                                                                  | \$ -     | \$ 18,597.33 | \$ -     | \$ 16,710.57 | \$ -     | \$ 15,039.54 |
| 100,000                                                                 | \$ -     | \$ 20,069.91 | \$ -     | \$ 18,036.00 | \$ -     | \$ 16,232.40 |

# COMCAST BUSINESS

| EDI- Ethernet Dedicated Internet Access Service - OVER FIBER            |          |              |          |              |          |              |
|-------------------------------------------------------------------------|----------|--------------|----------|--------------|----------|--------------|
| High Speed Internet Standalone                                          |          |              |          |              |          |              |
| Pricing does not include any potential construction charges (if needed) |          |              |          |              |          |              |
| Service Bandwidth mbps                                                  | 1-YR NRC | 1-YR MRC     | 3-YR NRC | 3-YR MRC     | 5-YR NRC | 5-YR MRC     |
| EDI Gig E                                                               | \$ -     | \$ -         | \$ -     | \$ -         | \$ -     | \$ -         |
| EDI 10 Gig                                                              | \$ -     | \$ -         | \$ -     | \$ -         | \$ -     | \$ -         |
| EDI 100 Gig                                                             | \$ -     | \$ -         | \$ -     | \$ -         | \$ -     | \$ -         |
| 100                                                                     | \$ -     | \$ 741.15    | \$ -     | \$ 673.65    | \$ -     | \$ 606.42    |
| 200                                                                     | \$ -     | \$ 1,053.00  | \$ -     | \$ 957.15    | \$ -     | \$ 861.57    |
| 300                                                                     | \$ -     | \$ 1,335.15  | \$ -     | \$ 1,213.65  | \$ -     | \$ 1,092.42  |
| 400                                                                     | \$ -     | \$ 1,587.60  | \$ -     | \$ 1,443.15  | \$ -     | \$ 1,298.97  |
| 500                                                                     | \$ -     | \$ 1,817.64  | \$ -     | \$ 1,652.40  | \$ -     | \$ 1,487.16  |
| 600                                                                     | \$ -     | \$ 2,025.54  | \$ -     | \$ 1,841.40  | \$ -     | \$ 1,657.26  |
| 700                                                                     | \$ -     | \$ 2,211.30  | \$ -     | \$ 2,010.15  | \$ -     | \$ 1,809.27  |
| 800                                                                     | \$ -     | \$ 2,374.65  | \$ -     | \$ 2,158.65  | \$ -     | \$ 1,942.92  |
| 900                                                                     | \$ -     | \$ 2,523.15  | \$ -     | \$ 2,293.65  | \$ -     | \$ 2,064.42  |
| 1,000                                                                   | \$ -     | \$ 2,656.80  | \$ -     | \$ 2,415.15  | \$ -     | \$ 2,173.77  |
| 2,000                                                                   | \$ -     | \$ 3,562.65  | \$ -     | \$ 3,238.65  | \$ -     | \$ 2,914.92  |
| 3,000                                                                   | \$ -     | \$ 4,423.95  | \$ -     | \$ 4,021.65  | \$ -     | \$ 3,619.62  |
| 4,000                                                                   | \$ -     | \$ 5,240.70  | \$ -     | \$ 4,764.15  | \$ -     | \$ 4,287.87  |
| 5,000                                                                   | \$ -     | \$ 6,027.75  | \$ -     | \$ 5,479.65  | \$ -     | \$ 4,931.82  |
| 6,000                                                                   | \$ -     | \$ 6,785.10  | \$ -     | \$ 6,168.15  | \$ -     | \$ 5,551.47  |
| 7,000                                                                   | \$ -     | \$ 7,512.75  | \$ -     | \$ 6,829.65  | \$ -     | \$ 6,146.82  |
| 8,000                                                                   | \$ -     | \$ 8,210.70  | \$ -     | \$ 7,464.15  | \$ -     | \$ 6,717.87  |
| 9,000                                                                   | \$ -     | \$ 8,878.95  | \$ -     | \$ 8,071.65  | \$ -     | \$ 7,264.62  |
| 10,000                                                                  | \$ -     | \$ 9,517.50  | \$ -     | \$ 8,652.15  | \$ -     | \$ 7,787.07  |
| 20,000                                                                  | \$ -     | \$ 12,687.03 | \$ -     | \$ 11,533.32 | \$ -     | \$ 10,379.88 |
| 30,000                                                                  | \$ -     | \$ 15,856.29 | \$ -     | \$ 14,414.49 | \$ -     | \$ 12,972.96 |
| 40,000                                                                  | \$ -     | \$ 19,025.55 | \$ -     | \$ 17,295.66 | \$ -     | \$ 15,566.04 |
| 50,000                                                                  | \$ -     | \$ 22,204.53 | \$ -     | \$ 20,185.47 | \$ -     | \$ 18,166.95 |
| 60,000                                                                  | \$ -     | \$ 25,373.79 | \$ -     | \$ 23,066.64 | \$ -     | \$ 20,760.03 |
| 70,000                                                                  | \$ -     | \$ 28,543.05 | \$ -     | \$ 25,947.81 | \$ -     | \$ 23,353.11 |
| 80,000                                                                  | \$ -     | \$ 31,722.03 | \$ -     | \$ 28,837.62 | \$ -     | \$ 25,953.75 |
| 90,000                                                                  | \$ -     | \$ 34,891.29 | \$ -     | \$ 31,718.79 | \$ -     | \$ 28,546.83 |
| 100,000                                                                 | \$ -     | \$ 38,070.00 | \$ -     | \$ 34,608.60 | \$ -     | \$ 31,147.74 |

# COMCAST BUSINESS

| (cont) EDI- Ethernet Dedicated Internet Access Service - OVER FIBER     |           |             |           |             |           |             |
|-------------------------------------------------------------------------|-----------|-------------|-----------|-------------|-----------|-------------|
| High Speed Internet Standalone                                          |           |             |           |             |           |             |
| Pricing does not include any potential construction charges (if needed) |           |             |           |             |           |             |
| Service Bandwidth mbps                                                  | 1-YR NRC  | 1-YR MRC    | 3-YR NRC  | 3-YR MRC    | 5-YR NRC  | 5-YR MRC    |
| IPv4 Static Address Block /30 (2)                                       | \$ -      | \$ 25.00    | \$ -      | \$ 25.00    | \$ -      | \$ 25.00    |
| IPv4 Static Address Block /29 (6)                                       | \$ -      | \$ 30.00    | \$ -      | \$ 30.00    | \$ -      | \$ 30.00    |
| IPv4 Static Address Block /28 (14)                                      | \$ -      | \$ 35.00    | \$ -      | \$ 35.00    | \$ -      | \$ 35.00    |
| IPv4 Static Address Block /27 (30)                                      | \$ -      | \$ 55.00    | \$ -      | \$ 55.00    | \$ -      | \$ 55.00    |
| IPv4 Static Address Block /26 (62)                                      | \$ -      | \$ 80.00    | \$ -      | \$ 80.00    | \$ -      | \$ 80.00    |
| IPv4 Static Address Block /25 (126)                                     | \$ -      | \$ 105.00   | \$ -      | \$ 105.00   | \$ -      | \$ 105.00   |
| IPv4 Static Address block /24 (254)                                     | \$ -      | \$ 205.00   | \$ -      | \$ 205.00   | \$ -      | \$ 205.00   |
| IPv4 Static Address Block /23 (510)                                     | \$ -      | \$ 405.00   | \$ -      | \$ 405.00   | \$ -      | \$ 405.00   |
| IPv4 Static Address Block /22 (1022)                                    | \$ -      | \$ 805.00   | \$ -      | \$ 805.00   | \$ -      | \$ 805.00   |
| IPv4 Static Address Block /21 (2046)                                    | \$ -      | \$ 1,605.00 | \$ -      | \$ 1,605.00 | \$ -      | \$ 1,605.00 |
| IPv4 Static Address Block /19 (8190)                                    | \$ -      | \$ 6,405.00 | \$ -      | \$ 6,405.00 | \$ -      | \$ 6,405.00 |
| IPv6 Static Address Block /48 (65,536)                                  | \$ -      | \$ -        | \$ -      | \$ -        | \$ -      | \$ -        |
| Border Gateway Protocol                                                 | \$ 500.00 | \$ -        | \$ 500.00 | \$ -        | \$ 500.00 | \$ -        |



# City of Durham

17160 SW Upper Boones Ferry Road  
Durham, Oregon 97224

website: durham-oregon.us  
e-mail: cityofdurham@comcast.net  
phone: 503.639.6851

**Jordan Parente - City Administrator**

**Wyatt Bean - Administrative Assistant**

August 7, 2026

State of Oregon Building Codes Division  
PO Box 14470  
Salem, Oregon 97309-0404

## **Re: Proposed Adoption of Building Permit Fee Increase**

Dear Mr. Donovan,

Please accept this as notification that, in accordance with Oregon Administrative Rule 918-020-0220, the City of Durham is notifying the Building Codes Division of a proposed adoption of fees. The purpose of the increase in fees is to comply with the provision of the City of Durham's Intergovernmental Agreement (IGA). The fee increases enable Tualatin's continued provision of building plan review and inspection services for the City of Durham. The City of Durham was notified by the City of Tualatin of a pending rate increase for September 2026. In anticipation of Tualatin's fees increase, the City of Durham increased rates effective July 1, 2026. Durham wishes to align fees that are less than those charged by the City of Tualatin. This increase affects the Structural, Mechanical, and Plumbing specialty code programs. Additional fees that are not currently addressed and are being added to the fee schedule, are highlighted in the provided attached Exhibit "A", and include: whole house ventilation, medical gas fee calculations, multipurpose or continuous loop suppression system, and related investigative, use change, permit reinstatement fees and energy efficiency incentive fee. Durham is decreasing fees for deferred submittal to 65% and manufactured homes to \$420 permit fee and statewide code development, training and monitoring fee to \$30, which aligns with Tualatin's fees.

Fee increases offset building program inflationary costs and allows stable funding to maintain sufficient staffing levels for program enforcement. Our IGA requires that Durham charge not less than those fees charged by the City of Tualatin for building services. The City of Tualatin has notified the City of Durham of its intent to increase fees, and Durham needs to adjust its fees within sixty days. The proposed fee schedule change allows Durham to uphold its' IGA requirements and keep pace with rising costs.

Please find attached Exhibit with the proposed fee schedule and the City's current adopted fee schedule. The last building fee increase was approved in May 2026. The new fee increase will become effective October 1<sup>st</sup>, 2026.

A public hearing will be held at 7:30 p.m. on September 22<sup>nd</sup>, 2026, at the regularly scheduled City Council meeting. This notice is provided pursuant to the notification requirements of OAR 918-020-0220 and ORS 455.210.

If you or any other interested parties have questions regarding the proposed fee schedule change, please contact our office at 503.639.6851 or by email.

Sincerely,

Jordan Parente  
City Administrator  
City of Durham, Oregon

Cc: Samantha Vandagriff, Building Official, City of Tualatin  
[svandagriff@tualatin.gov](mailto:svandagriff@tualatin.gov)

*City of Durham, Oregon*  
**RESOLUTION NO. 710-26**

**A RESOLUTION OF DURHAM CITY COUNCIL ESTABLISHING BUILDING PERMIT FEES  
FOR THE CITY OF DURHAM, OREGON**

**WHEREAS**, the Durham City Council has adopted Resolution 701-26 as established with the provisions of the intergovernmental agreement (IGA) with the City of Tualatin to provide building plan check and inspection services for the City of Durham; and;

**WHEREAS**, section 4D of said IGA states that the City of Durham will charge not less than those fees charged by the City of Tualatin for Building Services and will adjust fees within sixty days of City of Tualatin providing notice of an increase in its fees, and;

**WHEREAS**, the City of Tualatin provided notice of building permit fee increases, fee changes, and an additional fees in August 2026 in addition to those adopted by Durham City Council in May 2026; and

**WHEREAS**, City Staff emailed a Notice of Fee Change to the State Building Codes Division on August 7<sup>th</sup>, 2026, as required by ORS 455.210; and

**WHEREAS**, the City has provided the notice for and allowed public comment on the proposed fee increases as required by State law.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM, OREGON** as follows:

1. Fees for building permits in the City of Durham are hereby established as set forth in “Exhibit A” which is attached hereto and incorporated by reference. The fees in “Exhibit A” supersede and replace all like fees previously established in Resolutions 701-26, and all other resolutions that establish fees of the types expressly set forth herein.
2. City Council resolves to continually update the Building Permit Fee Schedule, attached in “Exhibit A”, per the City of Tualatin Intergovernmental Agreement.
3. City Council hereby ratifies and authorizes all fees charged by the City of Durham prior to the effective date of Resolution 710-26, to the extent required. If any provision of this Building Permit Fee Schedule are held to be invalid, illegal, or unenforceable, the remaining provisions shall be unaffected and shall remain in full force and effect.
4. The City of Durham’s new building permit fees shall become effective October 1, 2026.

**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon, this 22<sup>nd</sup> day of September 2026.

**CITY OF DURHAM**  
**BY:**

\_\_\_\_\_  
Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator / Recorder

| BUILDING PERMITS                                                                                                                                                                                                               |                                   |                                                                  |                                                    |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------------------------------------|----------------------------------------------------|---------|
| Building fees include structural, mechanical, and plumbing charges. Fees are applicable to all residential and commercial properties unless otherwise specified.                                                               |                                   |                                                                  |                                                    |         |
| Structural Permits                                                                                                                                                                                                             |                                   |                                                                  |                                                    |         |
| Valuation will be calculated in accordance with OAR 918-050-0100.                                                                                                                                                              |                                   |                                                                  |                                                    |         |
| Residential / Commercial / Industrial                                                                                                                                                                                          |                                   |                                                                  |                                                    |         |
| Valuation:                                                                                                                                                                                                                     | Fiscal Year 2026-2027 Base Fee    | Plus each additional \$1,000 over base fee or a fraction thereof | FY 25/26                                           |         |
| \$1 to \$2,000                                                                                                                                                                                                                 | \$ 146.50                         |                                                                  | \$ 121.30                                          | \$0.00  |
| \$2,001 to \$25,000                                                                                                                                                                                                            | \$ 146.50                         | \$9.70                                                           | \$ 121.30                                          | \$7.70  |
| \$25,001 to \$50,000                                                                                                                                                                                                           | \$ 360.40                         | \$10.93                                                          | \$ 298.40                                          | \$9.05  |
| \$50,000 to \$100,000                                                                                                                                                                                                          | \$ 633.65                         | \$7.02                                                           | \$ 524.65                                          | \$5.85  |
| Over \$100,000                                                                                                                                                                                                                 | \$ 987.15                         | \$5.00                                                           | \$ 817.15                                          | \$4.15  |
| Minimum permit fee                                                                                                                                                                                                             | \$146.50                          |                                                                  | \$ 121.30                                          | \$0.00  |
| Initial Structural Plan Review Fees                                                                                                                                                                                            | 70% of the permit fees.           |                                                                  | 70% of the permit fees.                            |         |
| Fire and Life Safety Plan Review Fee                                                                                                                                                                                           | 70% of the structural permit fee. |                                                                  | 45% of the structural permit fees.                 |         |
| Mechanical Permits                                                                                                                                                                                                             |                                   |                                                                  |                                                    |         |
| Residential                                                                                                                                                                                                                    |                                   |                                                                  |                                                    |         |
| Permit                                                                                                                                                                                                                         | Fiscal Year 2026-2027 Base Fee    |                                                                  | FY 26-27 Fees Adopted 7/1/2026                     |         |
| Minimum permit fee                                                                                                                                                                                                             | \$152.84                          |                                                                  | \$152.84                                           |         |
| Heating/Cooling:                                                                                                                                                                                                               |                                   |                                                                  |                                                    |         |
| Furnace                                                                                                                                                                                                                        | \$34.72                           |                                                                  | \$34.72                                            |         |
| Air Conditioner                                                                                                                                                                                                                | \$34.72                           |                                                                  | \$34.72                                            |         |
| Gas Heat Pump                                                                                                                                                                                                                  | \$34.72                           |                                                                  | \$34.72                                            |         |
| Ductwork                                                                                                                                                                                                                       | \$34.72                           |                                                                  | \$34.72                                            |         |
| Hydronic Hot Water System                                                                                                                                                                                                      | \$34.72                           |                                                                  | \$34.72                                            |         |
| Residential Boiler (radiator or hydronic)                                                                                                                                                                                      | \$34.72                           |                                                                  | \$34.72                                            |         |
| Unit Heaters (fuel-type, not electric)                                                                                                                                                                                         | \$34.72                           |                                                                  | \$34.72                                            |         |
| Flue/Vent for any of the above                                                                                                                                                                                                 | \$34.72                           |                                                                  | \$34.72                                            |         |
| Other Flue Appliances:                                                                                                                                                                                                         |                                   |                                                                  |                                                    |         |
| Water Heater                                                                                                                                                                                                                   | \$34.72                           |                                                                  | \$34.72                                            |         |
| Gas Fireplace                                                                                                                                                                                                                  | \$69.43                           |                                                                  | \$69.43                                            |         |
| Flue Vent for Water Heater or Gas Fireplace                                                                                                                                                                                    | \$34.72                           |                                                                  | \$34.72                                            |         |
| Log Lighter                                                                                                                                                                                                                    | \$34.72                           |                                                                  | \$34.72                                            |         |
| Wood/Pellet Stove                                                                                                                                                                                                              | \$34.72                           |                                                                  | \$34.72                                            |         |
| Chimney / Liner / Flue / Vent                                                                                                                                                                                                  | \$34.72                           |                                                                  | \$34.72                                            |         |
| Environmental Exhaust and Ventilation:                                                                                                                                                                                         |                                   |                                                                  |                                                    |         |
| Range Hood / Other Kitchen Equipment                                                                                                                                                                                           | \$34.72                           |                                                                  | \$34.72                                            |         |
| Clothes Dryer                                                                                                                                                                                                                  | \$34.72                           |                                                                  | \$34.72                                            |         |
| Single Duct Exhaust (Bathrooms, Toilet Compartments / Utility Rooms)                                                                                                                                                           | \$34.72                           |                                                                  | \$34.72                                            |         |
| Attic / Crawl space fans                                                                                                                                                                                                       | \$34.72                           |                                                                  | \$34.72                                            |         |
| Radon Mitigation                                                                                                                                                                                                               | \$69.43                           |                                                                  | \$69.43                                            |         |
| Whole House Ventilation                                                                                                                                                                                                        |                                   |                                                                  |                                                    |         |
| Fuel Piping:                                                                                                                                                                                                                   |                                   |                                                                  |                                                    |         |
| For First Four Outlets                                                                                                                                                                                                         | \$34.72                           |                                                                  | \$34.72                                            |         |
| For Each Additional Outlet                                                                                                                                                                                                     | \$20.86                           |                                                                  | \$20.86                                            |         |
| Mechanical Commercial/Industrial                                                                                                                                                                                               |                                   |                                                                  |                                                    |         |
| Valuation shall be calculated on the value of the equipment and installation costs.                                                                                                                                            |                                   |                                                                  |                                                    |         |
| Use this section for commercial installation, replacement or relocation of non-portable mechanical equipment, or mechanical work not covered previously. Indicate the value of all mechanical labor, materials, and equipment. |                                   |                                                                  |                                                    |         |
| Permit                                                                                                                                                                                                                         | Fiscal Year 2026-2027 Base Fee    | Plus each additional over the base fee                           | FY 26-27 Base and Additional Fees Adopted 7/1/2026 |         |
| Minimum permit fee - \$0 to \$500*                                                                                                                                                                                             | \$152.84                          |                                                                  | \$152.84                                           |         |
| \$501 to \$2,000**                                                                                                                                                                                                             | \$152.84                          | \$5.54                                                           | \$152.84                                           | \$5.54  |
| \$2001 to \$25,000**                                                                                                                                                                                                           | \$235.94                          | \$43.08                                                          | \$235.94                                           | \$43.08 |
| \$25,001 to \$50,000**                                                                                                                                                                                                         | \$1,226.78                        | \$33.33                                                          | \$1,226.78                                         | \$33.33 |
| \$50,001 to \$100,000**                                                                                                                                                                                                        | \$2,060.03                        | \$21.54                                                          | \$2,060.03                                         | \$21.54 |
| Over \$100,000**                                                                                                                                                                                                               | \$3,137.03                        | \$19.34                                                          | \$3,137.03                                         | \$19.34 |
| *Permit category stipulates additional over each \$100.                                                                                                                                                                        |                                   |                                                                  | category per each \$100 additional                 |         |
| **Permit category stipulates additional over each \$1,000.                                                                                                                                                                     |                                   |                                                                  | category per each \$1,000 additional               |         |
| Initial Mechanical Plan Review Fees:                                                                                                                                                                                           | 70% of the permit fees.           |                                                                  | 70% of the permit fees.                            |         |

| Plumbing Permits                                                                                                                                                                                                               |                                 |                                |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|--------------------------------|
| Residential                                                                                                                                                                                                                    |                                 |                                |                                |
| Permit                                                                                                                                                                                                                         | Fiscal Year 2026-2027 Base Fee  | FY 26-27 Fees Adopted 7/1/2026 |                                |
| Minimum permit fee                                                                                                                                                                                                             | \$166.96                        | \$166.96                       |                                |
| Total bathrooms per dwelling:                                                                                                                                                                                                  |                                 |                                |                                |
| 1 bath dwelling (includes 1 kitchen)                                                                                                                                                                                           | \$430.61                        | \$430.61                       |                                |
| 2 bath dwelling (includes 1 kitchen)                                                                                                                                                                                           | \$541.80                        | \$541.80                       |                                |
| 3 bath dwelling (includes 1 kitchen)                                                                                                                                                                                           | \$667.80                        | \$667.80                       |                                |
| Additional bathroom/kitchen                                                                                                                                                                                                    | \$222.40                        | \$222.40                       |                                |
| Re-pipe SFR                                                                                                                                                                                                                    | First floor \$213.13            | \$176.50                       |                                |
|                                                                                                                                                                                                                                | Each additional floor \$80.00   | \$80.00                        |                                |
| Site Utilities:                                                                                                                                                                                                                |                                 |                                |                                |
| Catch Basin or Area Drain                                                                                                                                                                                                      | \$34.72                         | \$34.72                        |                                |
| Drywell, Leach Line, or Trench Drain                                                                                                                                                                                           | \$69.43                         | \$69.43                        |                                |
| Manufactured Home Utilities*                                                                                                                                                                                                   | \$104.21                        | \$104.21                       |                                |
| Manholes                                                                                                                                                                                                                       | \$34.72                         | \$34.72                        |                                |
| Rain Drain Connector                                                                                                                                                                                                           | \$34.72                         | \$34.72                        |                                |
| Utilities (Sewer, Storm, Water) first 100 feet                                                                                                                                                                                 | \$104.21                        | \$104.21                       |                                |
| Utilities (Sewer, Storm, Water) each additional 100 feet or fraction thereof                                                                                                                                                   | \$83.35                         | \$83.35                        |                                |
| Fixture or Item:                                                                                                                                                                                                               |                                 |                                |                                |
| Absorption Valve                                                                                                                                                                                                               | \$34.72                         | \$34.72                        |                                |
| Backflow Preventer                                                                                                                                                                                                             | \$69.43                         | \$69.43                        |                                |
| Backwater Valve                                                                                                                                                                                                                | \$34.72                         | \$34.72                        |                                |
| Clothes Washer                                                                                                                                                                                                                 | \$34.72                         | \$34.72                        |                                |
| Dishwasher                                                                                                                                                                                                                     | \$34.72                         | \$34.72                        |                                |
| Drinking Fountain                                                                                                                                                                                                              | \$34.72                         | \$34.72                        |                                |
| Ejectors/Sump                                                                                                                                                                                                                  | \$69.43                         | \$69.43                        |                                |
| Expansion Tank                                                                                                                                                                                                                 | \$34.72                         | \$34.72                        |                                |
| Fixture Sewer Cap                                                                                                                                                                                                              | \$34.72                         | \$34.72                        |                                |
| Floor Drain / Floor Sink / Hub                                                                                                                                                                                                 | \$34.72                         | \$34.72                        |                                |
| Garbage Disposal                                                                                                                                                                                                               | \$34.72                         | \$34.72                        |                                |
| Hose Bib                                                                                                                                                                                                                       | \$34.72                         | \$34.72                        |                                |
| Ice Maker                                                                                                                                                                                                                      | \$34.72                         | \$34.72                        |                                |
| Interceptor / Grease Trap                                                                                                                                                                                                      | \$208.34                        | \$208.34                       |                                |
| Primer                                                                                                                                                                                                                         | \$34.72                         | \$34.72                        |                                |
| Roof Drain (commercial)                                                                                                                                                                                                        | \$34.72                         | \$34.72                        |                                |
| Sink / Basin / Lavatory                                                                                                                                                                                                        | \$34.72                         | \$34.72                        |                                |
| Tub / Shower / Shower Pan                                                                                                                                                                                                      | \$34.72                         | \$34.72                        |                                |
| Urinal                                                                                                                                                                                                                         | \$34.72                         | \$34.72                        |                                |
| Water Closet                                                                                                                                                                                                                   | \$34.72                         | \$34.72                        |                                |
| Water Heater                                                                                                                                                                                                                   | \$34.72                         | \$34.72                        |                                |
| *Includes the first 100 ft. of water piping, wastewater and storm water lines, hose bibs, icemakers, under floor low point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system. |                                 |                                |                                |
| Multipurpose or Continuous Loop Suppression Systems                                                                                                                                                                            |                                 |                                |                                |
| 0 sq. ft. to 2,000 sq. ft.                                                                                                                                                                                                     | \$185.00                        | new                            |                                |
| 2,001 sq. ft. to 3,600 sq. ft.                                                                                                                                                                                                 | \$275.00                        | new                            |                                |
| 3,601 sq. ft. to 7,200 sq. ft.                                                                                                                                                                                                 | \$400.00                        | new                            |                                |
| 7,201 sq. ft. and greater                                                                                                                                                                                                      | \$580.00                        | new                            |                                |
| Plumbing Commercial/Industrial                                                                                                                                                                                                 |                                 |                                |                                |
| Valuation shall be calculated on the value of the equipment and installation costs.                                                                                                                                            |                                 |                                |                                |
| Medical Gas permits                                                                                                                                                                                                            | Base Fee                        | Fee*,**                        | FY 26-27 Fees Adopted 7/1/2026 |
| \$1 to \$5,000*                                                                                                                                                                                                                | \$160.00                        | \$1.50                         | Value / 1000 x 6.9 + 37.45     |
| \$5,001 to \$10,000*                                                                                                                                                                                                           | \$227.50                        | \$4.50                         | Value / 1000 x 6.9 + 37.45     |
| \$10,001 to \$100,000**                                                                                                                                                                                                        | \$452.50                        | \$11.25                        | Value / 1000 x 6.9 + 37.45     |
| Over \$100,000**                                                                                                                                                                                                               | \$1,465.00                      | \$7.80                         | Value / 1000 x 6.9 + 37.45     |
| *Permit category stipulates additional over each \$100.                                                                                                                                                                        |                                 |                                |                                |
| **Permit category stipulates additional over each \$1,000.                                                                                                                                                                     |                                 |                                |                                |
| Medical Gas Minimum Fee                                                                                                                                                                                                        | \$160.00                        |                                | \$145.85                       |
| Medical Gas Plan Review                                                                                                                                                                                                        | 70% of the permit fees          |                                | 70% of the permit              |
| Initial plumbing plan review fees                                                                                                                                                                                              | 70% of the plumbing permit fees |                                | 45% of plumbing permit fee     |

| Manufactured Homes                                                                                                                                                                                    |                                                                                              |                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| All jurisdictions in the Tri-County area shall charge a single fee for the installation and set-up of manufactured homes. This fee shall include the concrete slab, runners, or foundations when they |                                                                                              |                                                                      |
| Permit                                                                                                                                                                                                | Fiscal Year 2026-2027 Base Fee                                                               |                                                                      |
| Permit fee                                                                                                                                                                                            | \$420.00                                                                                     | \$504.00                                                             |
| Manufactured dwelling parks and mobile home parks fee <sup>1</sup>                                                                                                                                    | Per current State Permit Fee                                                                 |                                                                      |
| Statewide Code Development, Training & Monitoring Fee                                                                                                                                                 | \$30.00                                                                                      | \$36.00                                                              |
| Permit Related Fees                                                                                                                                                                                   |                                                                                              |                                                                      |
| State surcharge shall be collected in an amount as required by State law on all permit fees.                                                                                                          |                                                                                              |                                                                      |
| Permit                                                                                                                                                                                                | Fiscal Year 2026-2027 Base Fee                                                               |                                                                      |
| Administrative fee for simple refunds                                                                                                                                                                 | \$35.00                                                                                      | FY 26-27 Fees Adopted 7/1/2026<br>\$35.00                            |
| Administrative fee for complex refunds                                                                                                                                                                | \$250.00                                                                                     | \$250.00                                                             |
| Building Re-Evaluation Fee, Min 2 hours                                                                                                                                                               | \$125.00 per hour                                                                            | Updated amount to \$125 per hour                                     |
| Change of Contractor Fee                                                                                                                                                                              | \$125.00                                                                                     | \$125.00                                                             |
| Change of Use Fee                                                                                                                                                                                     | \$300.00                                                                                     | new                                                                  |
| Deferred Submittal fee (per Deferred Submittal)                                                                                                                                                       | 65% of permit fee calculated using the value of the deferred portion with a minimum of \$360 | 70% of permit using the value of the deferred portion w/ \$300 min   |
| Energy Efficiency Incentive                                                                                                                                                                           | 5% of the permit fee                                                                         | new                                                                  |
| Inspections outside of normal business hours (min.2 hours)                                                                                                                                            | \$125.00 per hour                                                                            | 125.00 per hour                                                      |
| Inspection for which no fee is specifically stated (min. charge one-hour)                                                                                                                             | \$105.00 per hour                                                                            | 125.00 per hour                                                      |
| Investigation Fee                                                                                                                                                                                     | \$125.00 per hour                                                                            | new                                                                  |
| Permit Extention Fee                                                                                                                                                                                  | \$125.00                                                                                     |                                                                      |
| Permit Re-instatement Fee                                                                                                                                                                             | \$125.00                                                                                     | new                                                                  |
| Phased permit fee (per phase)                                                                                                                                                                         | \$360.00 + 10% of total project permit (not to exceed \$1,500.00 per phase)                  | \$360.00 + 10% of total project (not to exceed \$1,500.00 per phase) |
| Plan reviews not designated elsewhere                                                                                                                                                                 | 70% of the permit fee                                                                        | 70% of permit fee                                                    |
| Plan review fees required/requested changes, additions and revisions.                                                                                                                                 | \$125.00 per hour                                                                            | \$125.00 per hour                                                    |
| Pre-Submittal Fee                                                                                                                                                                                     | \$125.00                                                                                     | \$125.00                                                             |
| Prescriptive Solar PV Installation                                                                                                                                                                    | \$250.12                                                                                     | \$250.12                                                             |
| Non-prescriptive Solar PV Installation                                                                                                                                                                | See building valuation table                                                                 |                                                                      |
| Re-inspection fees                                                                                                                                                                                    | \$125.00 per hour                                                                            | \$125.00 per hour                                                    |
| Temporary Certificate of Occupancy                                                                                                                                                                    | First Three Months                                                                           | \$300.00                                                             |
|                                                                                                                                                                                                       | Fourth Month                                                                                 | \$590.00                                                             |
|                                                                                                                                                                                                       | Fifth Month                                                                                  | \$1,180.00                                                           |
|                                                                                                                                                                                                       | After Fifth, per month                                                                       | \$2,359.00                                                           |
| Technology fee – applies to all programs unless specified                                                                                                                                             | 5% of the permit fee                                                                         | 5% of permit fee                                                     |

**City of Durham**  
**Treasury Report as of**  
**July 31, 2026**

**Checking/Savings**

|                                   |                     |               |
|-----------------------------------|---------------------|---------------|
| <b>1110 Petty Cash</b>            | 242.53              | 0.0%          |
| <b>1120 Checking</b>              | 72,715.74           | 1.46%         |
| <b>1130 State Investment Pool</b> | 4,916,839.65        | 98.54%        |
| <b>Total Checking/Savings</b>     | <b>4,989,797.92</b> | <b>100.0%</b> |

**1400 Due (To)/From Other Funds**

|                                          |                     |               |
|------------------------------------------|---------------------|---------------|
| <b>10 - General Fund</b>                 | 1,008,611.58        | 20.21%        |
| <b>20 - Streets Fund</b>                 | 2,411,592.22        | 48.33%        |
| <b>22 - TDT Fund</b>                     | 409,122.24          | 8.20%         |
| <b>30 - Greenspaces Fund</b>             | -                   | 0.0%          |
| <b>32 - Parks SDC Fund</b>               | 224,839.64          | 4.51%         |
| <b>50 - Building Fund</b>                | 935,632.24          | 18.75%        |
| <b>Total Cash &amp; Cash Equivalents</b> | <b>4,989,797.92</b> | <b>100.0%</b> |

# City of Durham, Oregon

## Budget vs. Actuals: Budget\_FY27\_By\_Fund - FY27 P&L Classes

July 2026

|                                                 | 10 - GENERAL FUND  |                       |                         |                 | TOTAL              |                       |                         |                 |
|-------------------------------------------------|--------------------|-----------------------|-------------------------|-----------------|--------------------|-----------------------|-------------------------|-----------------|
|                                                 | ACTUAL             | BUDGET                | OVER BUDGET             | % OF BUDGET     | ACTUAL             | BUDGET                | OVER BUDGET             | % OF BUDGET     |
| Income                                          |                    |                       |                         |                 |                    |                       |                         |                 |
| 4001 Beginning Fund Balance (Budget)            |                    | 820,028.00            | -820,028.00             |                 | \$0.00             | \$820,028.00          | \$ -820,028.00          | 0.00%           |
| 4100 Property Tax Revenue                       |                    | 140,000.00            | -140,000.00             |                 | \$0.00             | \$140,000.00          | \$ -140,000.00          | 0.00%           |
| 4120 Property Tax - Prior                       | 254.03             |                       | 254.03                  |                 | \$254.03           | \$0.00                | \$254.03                | 0.00%           |
| 4130 Other Tax Revenue                          | 3.98               |                       | 3.98                    |                 | \$3.98             | \$0.00                | \$3.98                  | 0.00%           |
| <b>Total 4100 Property Tax Revenue</b>          | <b>258.01</b>      | <b>140,000.00</b>     | <b>-139,741.99</b>      | <b>0.18 %</b>   | <b>\$258.01</b>    | <b>\$140,000.00</b>   | <b>\$ -139,741.99</b>   | <b>0.18 %</b>   |
| 4200 Intergovernmental Revenue                  |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 4210 State Revenue Sharing                      |                    | 15,500.00             | -15,500.00              |                 | \$0.00             | \$15,500.00           | \$ -15,500.00           | 0.00%           |
| 4230 Cigarette Tax                              | 90.91              | 1,000.00              | -909.09                 | 9.09 %          | \$90.91            | \$1,000.00            | \$ -909.09              | 9.09 %          |
| 4240 Liquor Tax                                 | 2,865.39           | 28,250.00             | -25,384.61              | 10.14 %         | \$2,865.39         | \$28,250.00           | \$ -25,384.61           | 10.14 %         |
| 4250 Marijuana Tax                              |                    | 2,800.00              | -2,800.00               |                 | \$0.00             | \$2,800.00            | \$ -2,800.00            | 0.00%           |
| 4280 Grant Revenues                             |                    | 44,900.00             | -44,900.00              |                 | \$0.00             | \$44,900.00           | \$ -44,900.00           | 0.00%           |
| <b>Total 4200 Intergovernmental Revenue</b>     | <b>2,956.30</b>    | <b>92,450.00</b>      | <b>-89,493.70</b>       | <b>3.20 %</b>   | <b>\$2,956.30</b>  | <b>\$92,450.00</b>    | <b>\$ -89,493.70</b>    | <b>3.20 %</b>   |
| 4300 Franchise Fees                             |                    | 200,000.00            | -200,000.00             |                 | \$0.00             | \$200,000.00          | \$ -200,000.00          | 0.00%           |
| 4350 Phone Franchise Fees                       | 263.63             |                       | 263.63                  |                 | \$263.63           | \$0.00                | \$263.63                | 0.00%           |
| <b>Total 4300 Franchise Fees</b>                | <b>263.63</b>      | <b>200,000.00</b>     | <b>-199,736.37</b>      | <b>0.13 %</b>   | <b>\$263.63</b>    | <b>\$200,000.00</b>   | <b>\$ -199,736.37</b>   | <b>0.13 %</b>   |
| 4400 Licenses, Permits, & Fees                  | 7,370.90           | 32,500.00             | -25,129.10              | 22.68 %         | \$7,370.90         | \$32,500.00           | \$ -25,129.10           | 22.68 %         |
| 4410 Licenses                                   |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 4411 Business License Fee                       | 6,897.50           |                       | 6,897.50                |                 | \$6,897.50         | \$0.00                | \$6,897.50              | 0.00%           |
| <b>Total 4410 Licenses</b>                      | <b>6,897.50</b>    |                       | <b>6,897.50</b>         |                 | <b>\$6,897.50</b>  | <b>\$0.00</b>         | <b>\$6,897.50</b>       | <b>0.00%</b>    |
| 4430 Permits                                    |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 4431 Building Permit (20%)                      | 5,351.02           | 10,000.00             | -4,648.98               | 53.51 %         | \$5,351.02         | \$10,000.00           | \$ -4,648.98            | 53.51 %         |
| 4432 Tree Removal Permit                        | 4,500.00           |                       | 4,500.00                |                 | \$4,500.00         | \$0.00                | \$4,500.00              | 0.00%           |
| 4433 ROW Permit                                 | 450.00             |                       | 450.00                  |                 | \$450.00           | \$0.00                | \$450.00                | 0.00%           |
| 4434 Special Event Permit                       | 75.00              |                       | 75.00                   |                 | \$75.00            | \$0.00                | \$75.00                 | 0.00%           |
| 4436 Sign Permit                                | 700.00             |                       | 700.00                  |                 | \$700.00           | \$0.00                | \$700.00                | 0.00%           |
| <b>Total 4430 Permits</b>                       | <b>11,076.02</b>   | <b>10,000.00</b>      | <b>1,076.02</b>         | <b>110.76 %</b> | <b>\$11,076.02</b> | <b>\$10,000.00</b>    | <b>\$1,076.02</b>       | <b>110.76 %</b> |
| <b>Total 4400 Licenses, Permits, &amp; Fees</b> | <b>25,344.42</b>   | <b>42,500.00</b>      | <b>-17,155.58</b>       | <b>59.63 %</b>  | <b>\$25,344.42</b> | <b>\$42,500.00</b>    | <b>\$ -17,155.58</b>    | <b>59.63 %</b>  |
| 4500 Administrative Fees                        |                    | 2,500.00              | -2,500.00               |                 | \$0.00             | \$2,500.00            | \$ -2,500.00            | 0.00%           |
| 4510 Lien Search Request                        | 200.00             |                       | 200.00                  |                 | \$200.00           | \$0.00                | \$200.00                | 0.00%           |
| 4530 10% Pass-Through Fee                       | 1,464.10           |                       | 1,464.10                |                 | \$1,464.10         | \$0.00                | \$1,464.10              | 0.00%           |
| 4540 City Staff Time                            | 2,027.08           |                       | 2,027.08                |                 | \$2,027.08         | \$0.00                | \$2,027.08              | 0.00%           |
| <b>Total 4500 Administrative Fees</b>           | <b>3,691.18</b>    | <b>2,500.00</b>       | <b>1,191.18</b>         | <b>147.65 %</b> | <b>\$3,691.18</b>  | <b>\$2,500.00</b>     | <b>\$1,191.18</b>       | <b>147.65 %</b> |
| 4800 Interest Income                            | 3,568.34           | 38,000.00             | -34,431.66              | 9.39 %          | \$3,568.34         | \$38,000.00           | \$ -34,431.66           | 9.39 %          |
| <b>Total Income</b>                             | <b>\$36,081.88</b> | <b>\$1,335,478.00</b> | <b>\$ -1,299,396.12</b> | <b>2.70 %</b>   | <b>\$36,081.88</b> | <b>\$1,335,478.00</b> | <b>\$ -1,299,396.12</b> | <b>2.70 %</b>   |
| <b>GROSS PROFIT</b>                             | <b>\$36,081.88</b> | <b>\$1,335,478.00</b> | <b>\$ -1,299,396.12</b> | <b>2.70 %</b>   | <b>\$36,081.88</b> | <b>\$1,335,478.00</b> | <b>\$ -1,299,396.12</b> | <b>2.70 %</b>   |
| Expenses                                        |                    |                       |                         |                 |                    |                       |                         |                 |
| 5000 Personnel Services                         |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 5100 Salaries & Wages                           |                    | 2,863.16              | -2,863.16               |                 | \$0.00             | \$2,863.16            | \$ -2,863.16            | 0.00%           |
| 5110 City Administrator                         | 12,096.07          | 106,572.44            | -94,476.37              | 11.35 %         | \$12,096.07        | \$106,572.44          | \$ -94,476.37           | 11.35 %         |
| 5120 Admin. Assistant                           | 7,193.87           | 69,014.40             | -61,820.53              | 10.42 %         | \$7,193.87         | \$69,014.40           | \$ -61,820.53           | 10.42 %         |
| <b>Total 5100 Salaries &amp; Wages</b>          | <b>19,289.94</b>   | <b>178,450.00</b>     | <b>-159,160.06</b>      | <b>10.81 %</b>  | <b>\$19,289.94</b> | <b>\$178,450.00</b>   | <b>\$ -159,160.06</b>   | <b>10.81 %</b>  |
| 5200 Payroll Taxes                              | 1,757.62           | 18,000.00             | -16,242.38              | 9.76 %          | \$1,757.62         | \$18,000.00           | \$ -16,242.38           | 9.76 %          |
| 5300 Workers Comp Ins                           | 388.09             | 500.00                | -111.91                 | 77.62 %         | \$388.09           | \$500.00              | \$ -111.91              | 77.62 %         |
| 5400 Employee Benefits                          |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 5410 PERS                                       | 5,694.12           | 58,335.00             | -52,640.88              | 9.76 %          | \$5,694.12         | \$58,335.00           | \$ -52,640.88           | 9.76 %          |
| 5430 Med/Den/Vision Ins                         | 1,097.21           | 21,165.00             | -20,067.79              | 5.18 %          | \$1,097.21         | \$21,165.00           | \$ -20,067.79           | 5.18 %          |
| <b>Total 5400 Employee Benefits</b>             | <b>6,791.33</b>    | <b>79,500.00</b>      | <b>-72,708.67</b>       | <b>8.54 %</b>   | <b>\$6,791.33</b>  | <b>\$79,500.00</b>    | <b>\$ -72,708.67</b>    | <b>8.54 %</b>   |
| <b>Total 5000 Personnel Services</b>            | <b>28,226.98</b>   | <b>276,450.00</b>     | <b>-248,223.02</b>      | <b>10.21 %</b>  | <b>\$28,226.98</b> | <b>\$276,450.00</b>   | <b>\$ -248,223.02</b>   | <b>10.21 %</b>  |
| 6000 Materials & Services                       |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6100 Operating Expense                          |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6110 Office Supplies                            | 7.09               | 5,796.00              | -5,788.91               | 0.12 %          | \$7.09             | \$5,796.00            | \$ -5,788.91            | 0.12 %          |
| 6120 Marketing & Newsletters                    |                    | 7,055.00              | -7,055.00               |                 | \$0.00             | \$7,055.00            | \$ -7,055.00            | 0.00%           |
| 6150 Dues & Subscriptions                       | 2,767.20           | 4,535.00              | -1,767.80               | 61.02 %         | \$2,767.20         | \$4,535.00            | \$ -1,767.80            | 61.02 %         |
| 6170 Equipment Expense                          |                    | 8,567.00              | -8,567.00               |                 | \$0.00             | \$8,567.00            | \$ -8,567.00            | 0.00%           |
| 6190 Other Operating Expense                    |                    | 6,047.00              | -6,047.00               |                 | \$0.00             | \$6,047.00            | \$ -6,047.00            | 0.00%           |
| <b>Total 6100 Operating Expense</b>             | <b>2,774.29</b>    | <b>32,000.00</b>      | <b>-29,225.71</b>       | <b>8.67 %</b>   | <b>\$2,774.29</b>  | <b>\$32,000.00</b>    | <b>\$ -29,225.71</b>    | <b>8.67 %</b>   |
| 6200 Facilities                                 |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6210 City Hall                                  |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6211 City Hall Rent                             | 1,100.00           | 14,500.00             | -13,400.00              | 7.59 %          | \$1,100.00         | \$14,500.00           | \$ -13,400.00           | 7.59 %          |
| 6212 City Hall Utilities                        | 417.40             | 6,000.00              | -5,582.60               | 6.96 %          | \$417.40           | \$6,000.00            | \$ -5,582.60            | 6.96 %          |
| 6213 Security                                   |                    | 1,000.00              | -1,000.00               |                 | \$0.00             | \$1,000.00            | \$ -1,000.00            | 0.00%           |
| 6214 City Hall Maintenance & Repair             |                    | 1,550.00              | -1,550.00               |                 | \$0.00             | \$1,550.00            | \$ -1,550.00            | 0.00%           |
| <b>Total 6210 City Hall</b>                     | <b>1,517.40</b>    | <b>23,050.00</b>      | <b>-21,532.60</b>       | <b>6.58 %</b>   | <b>\$1,517.40</b>  | <b>\$23,050.00</b>    | <b>\$ -21,532.60</b>    | <b>6.58 %</b>   |
| 6220 Park Utilities & Maintenance               |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6221 Park Maintenance                           | 11,566.84          | 35,000.00             | -23,433.16              | 33.05 %         | \$11,566.84        | \$35,000.00           | \$ -23,433.16           | 33.05 %         |
| 6222 Park Utilities                             | 134.37             | 2,000.00              | -1,865.63               | 6.72 %          | \$134.37           | \$2,000.00            | \$ -1,865.63            | 6.72 %          |

|                                                    | 10 - GENERAL FUND     |                     |                       |                 | TOTAL                 |                     |                       |                 |
|----------------------------------------------------|-----------------------|---------------------|-----------------------|-----------------|-----------------------|---------------------|-----------------------|-----------------|
|                                                    | ACTUAL                | BUDGET              | OVER BUDGET           | % OF BUDGET     | ACTUAL                | BUDGET              | OVER BUDGET           | % OF BUDGET     |
| <b>Total 6220 Park Utilities &amp; Maintenance</b> | <b>11,701.21</b>      | <b>37,000.00</b>    | <b>-25,298.79</b>     | <b>31.62 %</b>  | <b>\$11,701.21</b>    | <b>\$37,000.00</b>  | <b>\$ -25,298.79</b>  | <b>31.62 %</b>  |
| <b>Total 6200 Facilities</b>                       | <b>13,218.61</b>      | <b>60,050.00</b>    | <b>-46,831.39</b>     | <b>22.01 %</b>  | <b>\$13,218.61</b>    | <b>\$60,050.00</b>  | <b>\$ -46,831.39</b>  | <b>22.01 %</b>  |
| 6300 Contract Services                             |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 6310 Accounting                                    |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 6311 Audit Fees                                    |                       | 16,350.00           | -16,350.00            |                 | \$0.00                | \$16,350.00         | \$ -16,350.00         | 0.00%           |
| 6312 Accounting Fees                               | 646.75                | 8,000.00            | -7,353.25             | 8.08 %          | \$646.75              | \$8,000.00          | \$ -7,353.25          | 8.08 %          |
| 6313 Payroll Fees                                  | 104.00                | 650.00              | -546.00               | 16.00 %         | \$104.00              | \$650.00            | \$ -546.00            | 16.00 %         |
| <b>Total 6310 Accounting</b>                       | <b>750.75</b>         | <b>25,000.00</b>    | <b>-24,249.25</b>     | <b>3.00 %</b>   | <b>\$750.75</b>       | <b>\$25,000.00</b>  | <b>\$ -24,249.25</b>  | <b>3.00 %</b>   |
| 6320 Engineering                                   | 43.75                 | 20,000.00           | -19,956.25            | 0.22 %          | \$43.75               | \$20,000.00         | \$ -19,956.25         | 0.22 %          |
| 6330 Planning Services                             |                       | 25,000.00           | -25,000.00            |                 | \$0.00                | \$25,000.00         | \$ -25,000.00         | 0.00%           |
| 6340 Arborist                                      | 490.00                | 32,500.00           | -32,010.00            | 1.51 %          | \$490.00              | \$32,500.00         | \$ -32,010.00         | 1.51 %          |
| 6350 Legal Services                                | 6,770.48              | 50,000.00           | -43,229.52            | 13.54 %         | \$6,770.48            | \$50,000.00         | \$ -43,229.52         | 13.54 %         |
| 6360 Police Services                               | 44,400.00             | 200,500.00          | -156,100.00           | 22.14 %         | \$44,400.00           | \$200,500.00        | \$ -156,100.00        | 22.14 %         |
| 6370 911 Contract                                  |                       | 14,250.00           | -14,250.00            |                 | \$0.00                | \$14,250.00         | \$ -14,250.00         | 0.00%           |
| 6380 IT Services                                   | 220.00                | 12,500.00           | -12,280.00            | 1.76 %          | \$220.00              | \$12,500.00         | \$ -12,280.00         | 1.76 %          |
| 6390 Other Contract Services                       |                       | 3,500.00            | -3,500.00             |                 | \$0.00                | \$3,500.00          | \$ -3,500.00          | 0.00%           |
| <b>Total 6300 Contract Services</b>                | <b>52,674.98</b>      | <b>383,250.00</b>   | <b>-330,575.02</b>    | <b>13.74 %</b>  | <b>\$52,674.98</b>    | <b>\$383,250.00</b> | <b>\$ -330,575.02</b> | <b>13.74 %</b>  |
| 6400 Travel & Training                             |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 6410 Vehicle Expense                               | 25.38                 | 850.00              | -824.62               | 2.99 %          | \$25.38               | \$850.00            | \$ -824.62            | 2.99 %          |
| 6420 Meals & Entertainment                         | 85.26                 | 400.00              | -314.74               | 21.32 %         | \$85.26               | \$400.00            | \$ -314.74            | 21.32 %         |
| 6440 Conferences & Education                       | 520.97                | 2,750.00            | -2,229.03             | 18.94 %         | \$520.97              | \$2,750.00          | \$ -2,229.03          | 18.94 %         |
| <b>Total 6400 Travel &amp; Training</b>            | <b>631.61</b>         | <b>4,000.00</b>     | <b>-3,368.39</b>      | <b>15.79 %</b>  | <b>\$631.61</b>       | <b>\$4,000.00</b>   | <b>\$ -3,368.39</b>   | <b>15.79 %</b>  |
| 6500 Insurance                                     |                       | 6,500.00            | -6,500.00             |                 | \$0.00                | \$6,500.00          | \$ -6,500.00          | 0.00%           |
| 6510 Property Insurance                            | 1,065.70              |                     | 1,065.70              |                 | \$1,065.70            | \$0.00              | \$1,065.70            | 0.00%           |
| 6520 Liability Insurance                           | 5,835.51              |                     | 5,835.51              |                 | \$5,835.51            | \$0.00              | \$5,835.51            | 0.00%           |
| <b>Total 6500 Insurance</b>                        | <b>6,901.21</b>       | <b>6,500.00</b>     | <b>401.21</b>         | <b>106.17 %</b> | <b>\$6,901.21</b>     | <b>\$6,500.00</b>   | <b>\$401.21</b>       | <b>106.17 %</b> |
| 6700 Donations & Contributions                     | 1,200.00              | 1,700.00            | -500.00               | 70.59 %         | \$1,200.00            | \$1,700.00          | \$ -500.00            | 70.59 %         |
| <b>Total 6000 Materials &amp; Services</b>         | <b>77,400.70</b>      | <b>487,500.00</b>   | <b>-410,099.30</b>    | <b>15.88 %</b>  | <b>\$77,400.70</b>    | <b>\$487,500.00</b> | <b>\$ -410,099.30</b> | <b>15.88 %</b>  |
| 8100 Transfers                                     |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 8110 Transfer to General Fund                      | -89,013.66            | -89,050.00          | 36.34                 | 99.96 %         | \$ -89,013.66         | \$ -89,050.00       | \$36.34               | 99.96 %         |
| 8150 Transfer to Building Fund                     | 150,000.00            | 150,000.00          | 0.00                  | 100.00 %        | \$150,000.00          | \$150,000.00        | \$0.00                | 100.00 %        |
| <b>Total 8100 Transfers</b>                        | <b>60,986.34</b>      | <b>60,950.00</b>    | <b>36.34</b>          | <b>100.06 %</b> | <b>\$60,986.34</b>    | <b>\$60,950.00</b>  | <b>\$36.34</b>        | <b>100.06 %</b> |
| 8900 Contingency (Budget)                          |                       | 35,000.00           | -35,000.00            |                 | \$0.00                | \$35,000.00         | \$ -35,000.00         | 0.00%           |
| Uncategorized Expense                              |                       | 2,500.00            | -2,500.00             |                 | \$0.00                | \$2,500.00          | \$ -2,500.00          | 0.00%           |
| <b>Total Expenses</b>                              | <b>\$166,614.02</b>   | <b>\$862,400.00</b> | <b>\$ -695,785.98</b> | <b>19.32 %</b>  | <b>\$166,614.02</b>   | <b>\$862,400.00</b> | <b>\$ -695,785.98</b> | <b>19.32 %</b>  |
| <b>NET OPERATING INCOME</b>                        | <b>\$ -130,532.14</b> | <b>\$473,078.00</b> | <b>\$ -603,610.14</b> | <b>-27.59 %</b> | <b>\$ -130,532.14</b> | <b>\$473,078.00</b> | <b>\$ -603,610.14</b> | <b>-27.59 %</b> |
| Other Income                                       |                       |                     |                       |                 |                       |                     |                       |                 |
| 9100 Pass Through Revenue                          |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 9110 State Surcharge                               | 183.31                |                     | 183.31                |                 | \$183.31              | \$0.00              | \$183.31              | 0.00%           |
| 9130 Planning Pass Through                         | 6,895.00              |                     | 6,895.00              |                 | \$6,895.00            | \$0.00              | \$6,895.00            | 0.00%           |
| 9150 Engineering Pass Through                      | 3,500.00              |                     | 3,500.00              |                 | \$3,500.00            | \$0.00              | \$3,500.00            | 0.00%           |
| 9160 Metro CET Pass Through                        | 505.92                |                     | 505.92                |                 | \$505.92              | \$0.00              | \$505.92              | 0.00%           |
| 9170 TTSD CET Pass Through                         | 4,001.80              |                     | 4,001.80              |                 | \$4,001.80            | \$0.00              | \$4,001.80            | 0.00%           |
| 9180 Legal Pass Through                            | 4,246.00              |                     | 4,246.00              |                 | \$4,246.00            | \$0.00              | \$4,246.00            | 0.00%           |
| <b>Total 9100 Pass Through Revenue</b>             | <b>19,332.03</b>      |                     | <b>19,332.03</b>      |                 | <b>\$19,332.03</b>    | <b>\$0.00</b>       | <b>\$19,332.03</b>    | <b>0.00%</b>    |
| 9200 BP Revenue                                    |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 9210 BP Building Permit                            | 860.60                |                     | 860.60                |                 | \$860.60              | \$0.00              | \$860.60              | 0.00%           |
| 9220 BP Plan Review                                | 20,013.41             |                     | 20,013.41             |                 | \$20,013.41           | \$0.00              | \$20,013.41           | 0.00%           |
| 9230 BP Mechanical Permit                          | 5,530.05              |                     | 5,530.05              |                 | \$5,530.05            | \$0.00              | \$5,530.05            | 0.00%           |
| 9240 BP Plumbing Permit                            | 351.05                |                     | 351.05                |                 | \$351.05              | \$0.00              | \$351.05              | 0.00%           |
| <b>Total 9200 BP Revenue</b>                       | <b>26,755.11</b>      |                     | <b>26,755.11</b>      |                 | <b>\$26,755.11</b>    | <b>\$0.00</b>       | <b>\$26,755.11</b>    | <b>0.00%</b>    |
| <b>Total Other Income</b>                          | <b>\$46,087.14</b>    | <b>\$0.00</b>       | <b>\$46,087.14</b>    | <b>0.00%</b>    | <b>\$46,087.14</b>    | <b>\$0.00</b>       | <b>\$46,087.14</b>    | <b>0.00%</b>    |
| Other Expenses                                     |                       |                     |                       |                 |                       |                     |                       |                 |
| 9300 Pass Through Expense                          |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 9310 State Surcharge Pass Through                  | 826.29                |                     | 826.29                |                 | \$826.29              | \$0.00              | \$826.29              | 0.00%           |
| 9320 Building Permits                              | 8,621.06              |                     | 8,621.06              |                 | \$8,621.06            | \$0.00              | \$8,621.06            | 0.00%           |
| 9330 Planning Pass Through                         | 1,855.00              |                     | 1,855.00              |                 | \$1,855.00            | \$0.00              | \$1,855.00            | 0.00%           |
| 9350 Engineering PassThrough                       | 1,877.50              |                     | 1,877.50              |                 | \$1,877.50            | \$0.00              | \$1,877.50            | 0.00%           |
| 9360 Metro CET Pass Through                        | 1,876.00              |                     | 1,876.00              |                 | \$1,876.00            | \$0.00              | \$1,876.00            | 0.00%           |
| 9370 TTSD CET Pass Through                         | 10,786.17             |                     | 10,786.17             |                 | \$10,786.17           | \$0.00              | \$10,786.17           | 0.00%           |
| 9380 Legal Pass Through                            | 1,584.50              |                     | 1,584.50              |                 | \$1,584.50            | \$0.00              | \$1,584.50            | 0.00%           |
| <b>Total 9300 Pass Through Expense</b>             | <b>27,426.52</b>      |                     | <b>27,426.52</b>      |                 | <b>\$27,426.52</b>    | <b>\$0.00</b>       | <b>\$27,426.52</b>    | <b>0.00%</b>    |
| 9400 BP Expense                                    |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 9420 BP Expense - 20% to City                      | 5,351.02              |                     | 5,351.02              |                 | \$5,351.02            | \$0.00              | \$5,351.02            | 0.00%           |
| <b>Total 9400 BP Expense</b>                       | <b>5,351.02</b>       |                     | <b>5,351.02</b>       |                 | <b>\$5,351.02</b>     | <b>\$0.00</b>       | <b>\$5,351.02</b>     | <b>0.00%</b>    |
| <b>Total Other Expenses</b>                        | <b>\$32,777.54</b>    | <b>\$0.00</b>       | <b>\$32,777.54</b>    | <b>0.00%</b>    | <b>\$32,777.54</b>    | <b>\$0.00</b>       | <b>\$32,777.54</b>    | <b>0.00%</b>    |
| <b>NET OTHER INCOME</b>                            | <b>\$13,309.60</b>    | <b>\$0.00</b>       | <b>\$13,309.60</b>    | <b>0.00%</b>    | <b>\$13,309.60</b>    | <b>\$0.00</b>       | <b>\$13,309.60</b>    | <b>0.00%</b>    |
| <b>NET INCOME</b>                                  | <b>\$ -117,222.54</b> | <b>\$473,078.00</b> | <b>\$ -590,300.54</b> | <b>-24.78 %</b> | <b>\$ -117,222.54</b> | <b>\$473,078.00</b> | <b>\$ -590,300.54</b> | <b>-24.78 %</b> |

# City of Durham, Oregon

## Budget vs. Actuals: Budget\_FY27\_By\_Fund - FY27 P&L Classes

July 2026

|                                             | 20 - STREET FUND     |                       |                         |                 | TOTAL                |                       |                         |                 |
|---------------------------------------------|----------------------|-----------------------|-------------------------|-----------------|----------------------|-----------------------|-------------------------|-----------------|
|                                             | ACTUAL               | BUDGET                | OVER BUDGET             | % OF BUDGET     | ACTUAL               | BUDGET                | OVER BUDGET             | % OF BUDGET     |
| Income                                      |                      |                       |                         |                 |                      |                       |                         |                 |
| 4001 Beginning Fund Balance (Budget)        |                      | 2,400,000.00          | -2,400,000.00           |                 | \$0.00               | \$2,400,000.00        | \$ -2,400,000.00        | 0.00%           |
| 4200 Intergovernmental Revenue              |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 4220 Gas Tax                                | 13,671.48            | 150,000.00            | -136,328.52             | 9.11 %          | \$13,671.48          | \$150,000.00          | \$ -136,328.52          | 9.11 %          |
| 4270 Vehicle Registration                   | 2,557.88             | 25,000.00             | -22,442.12              | 10.23 %         | \$2,557.88           | \$25,000.00           | \$ -22,442.12           | 10.23 %         |
| 4280 Grant Revenues                         |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 4281 State Grants                           |                      | 250,000.00            | -250,000.00             |                 | \$0.00               | \$250,000.00          | \$ -250,000.00          | 0.00%           |
| <b>Total 4280 Grant Revenues</b>            |                      | <b>250,000.00</b>     | <b>-250,000.00</b>      |                 | <b>\$0.00</b>        | <b>\$250,000.00</b>   | <b>\$ -250,000.00</b>   | <b>0.00%</b>    |
| <b>Total 4200 Intergovernmental Revenue</b> | <b>16,229.36</b>     | <b>425,000.00</b>     | <b>-408,770.64</b>      | <b>3.82 %</b>   | <b>\$16,229.36</b>   | <b>\$425,000.00</b>   | <b>\$ -408,770.64</b>   | <b>3.82 %</b>   |
| 4800 Interest Income                        | 8,060.01             | 67,500.00             | -59,439.99              | 11.94 %         | \$8,060.01           | \$67,500.00           | \$ -59,439.99           | 11.94 %         |
| <b>Total Income</b>                         | <b>\$24,289.37</b>   | <b>\$2,892,500.00</b> | <b>\$ -2,868,210.63</b> | <b>0.84 %</b>   | <b>\$24,289.37</b>   | <b>\$2,892,500.00</b> | <b>\$ -2,868,210.63</b> | <b>0.84 %</b>   |
| <b>GROSS PROFIT</b>                         | <b>\$24,289.37</b>   | <b>\$2,892,500.00</b> | <b>\$ -2,868,210.63</b> | <b>0.84 %</b>   | <b>\$24,289.37</b>   | <b>\$2,892,500.00</b> | <b>\$ -2,868,210.63</b> | <b>0.84 %</b>   |
| Expenses                                    |                      |                       |                         |                 |                      |                       |                         |                 |
| 6000 Materials & Services                   |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6100 Operating Expense                      |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6130 Street Supplies                        |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6131 Light/Pole Replacement                 |                      | 20,834.00             | -20,834.00              |                 | \$0.00               | \$20,834.00           | \$ -20,834.00           | 0.00%           |
| 6132 Street Signs                           |                      | 2,083.00              | -2,083.00               |                 | \$0.00               | \$2,083.00            | \$ -2,083.00            | 0.00%           |
| 6139 Misc Street Supplies                   |                      | 2,083.00              | -2,083.00               |                 | \$0.00               | \$2,083.00            | \$ -2,083.00            | 0.00%           |
| <b>Total 6130 Street Supplies</b>           |                      | <b>25,000.00</b>      | <b>-25,000.00</b>       |                 | <b>\$0.00</b>        | <b>\$25,000.00</b>    | <b>\$ -25,000.00</b>    | <b>0.00%</b>    |
| <b>Total 6100 Operating Expense</b>         |                      | <b>25,000.00</b>      | <b>-25,000.00</b>       |                 | <b>\$0.00</b>        | <b>\$25,000.00</b>    | <b>\$ -25,000.00</b>    | <b>0.00%</b>    |
| 6200 Facilities                             |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6250 Street Fund                            |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6251 Street Maintenance & Repair            | 100.00               | 280,000.00            | -279,900.00             | 0.04 %          | \$100.00             | \$280,000.00          | \$ -279,900.00          | 0.04 %          |
| 6252 Street Light Utilities                 | 1,149.07             | 25,000.00             | -23,850.93              | 4.60 %          | \$1,149.07           | \$25,000.00           | \$ -23,850.93           | 4.60 %          |
| 6255 Bike Paths & Sidewalk Maint/Repair     | 3,990.00             | 50,000.00             | -46,010.00              | 7.98 %          | \$3,990.00           | \$50,000.00           | \$ -46,010.00           | 7.98 %          |
| <b>Total 6250 Street Fund</b>               | <b>5,239.07</b>      | <b>355,000.00</b>     | <b>-349,760.93</b>      | <b>1.48 %</b>   | <b>\$5,239.07</b>    | <b>\$355,000.00</b>   | <b>\$ -349,760.93</b>   | <b>1.48 %</b>   |
| <b>Total 6200 Facilities</b>                | <b>5,239.07</b>      | <b>355,000.00</b>     | <b>-349,760.93</b>      | <b>1.48 %</b>   | <b>\$5,239.07</b>    | <b>\$355,000.00</b>   | <b>\$ -349,760.93</b>   | <b>1.48 %</b>   |
| 6300 Contract Services                      |                      | 150,000.00            | -150,000.00             |                 | \$0.00               | \$150,000.00          | \$ -150,000.00          | 0.00%           |
| 6310 Accounting                             |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6312 Accounting Fees                        | 354.50               |                       | 354.50                  |                 | \$354.50             | \$0.00                | \$354.50                | 0.00%           |
| <b>Total 6310 Accounting</b>                | <b>354.50</b>        |                       | <b>354.50</b>           |                 | <b>\$354.50</b>      | <b>\$0.00</b>         | <b>\$354.50</b>         | <b>0.00%</b>    |
| 6350 Legal Services                         | 2,155.00             |                       | 2,155.00                |                 | \$2,155.00           | \$0.00                | \$2,155.00              | 0.00%           |
| <b>Total 6300 Contract Services</b>         | <b>2,509.50</b>      | <b>150,000.00</b>     | <b>-147,490.50</b>      | <b>1.67 %</b>   | <b>\$2,509.50</b>    | <b>\$150,000.00</b>   | <b>\$ -147,490.50</b>   | <b>1.67 %</b>   |
| <b>Total 6000 Materials &amp; Services</b>  | <b>7,748.57</b>      | <b>530,000.00</b>     | <b>-522,251.43</b>      | <b>1.46 %</b>   | <b>\$7,748.57</b>    | <b>\$530,000.00</b>   | <b>\$ -522,251.43</b>   | <b>1.46 %</b>   |
| 7000 Capital Outlay                         |                      | 50,000.00             | -50,000.00              |                 | \$0.00               | \$50,000.00           | \$ -50,000.00           | 0.00%           |
| 8100 Transfers                              |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 8110 Transfer to General Fund               | 88,500.00            | 88,500.00             | 0.00                    | 100.00 %        | \$88,500.00          | \$88,500.00           | \$0.00                  | 100.00 %        |
| <b>Total 8100 Transfers</b>                 | <b>88,500.00</b>     | <b>88,500.00</b>      | <b>0.00</b>             | <b>100.00 %</b> | <b>\$88,500.00</b>   | <b>\$88,500.00</b>    | <b>\$0.00</b>           | <b>100.00 %</b> |
| 8900 Contingency (Budget)                   |                      | 50,000.00             | -50,000.00              |                 | \$0.00               | \$50,000.00           | \$ -50,000.00           | 0.00%           |
| <b>Total Expenses</b>                       | <b>\$96,248.57</b>   | <b>\$718,500.00</b>   | <b>\$ -622,251.43</b>   | <b>13.40 %</b>  | <b>\$96,248.57</b>   | <b>\$718,500.00</b>   | <b>\$ -622,251.43</b>   | <b>13.40 %</b>  |
| <b>NET OPERATING INCOME</b>                 | <b>\$ -71,959.20</b> | <b>\$2,174,000.00</b> | <b>\$ -2,245,959.20</b> | <b>-3.31 %</b>  | <b>\$ -71,959.20</b> | <b>\$2,174,000.00</b> | <b>\$ -2,245,959.20</b> | <b>-3.31 %</b>  |
| <b>NET INCOME</b>                           | <b>\$ -71,959.20</b> | <b>\$2,174,000.00</b> | <b>\$ -2,245,959.20</b> | <b>-3.31 %</b>  | <b>\$ -71,959.20</b> | <b>\$2,174,000.00</b> | <b>\$ -2,245,959.20</b> | <b>-3.31 %</b>  |

**City of Durham**  
**Treasury Report as of**  
**August 31, 2026**

**Checking/Savings**

|                                   |                     |               |
|-----------------------------------|---------------------|---------------|
| <b>1110 Petty Cash</b>            | 242.53              | 0.0%          |
| <b>1120 Checking</b>              | 55,036.83           | 1.10%         |
| <b>1130 State Investment Pool</b> | 4,952,200.82        | 98.90%        |
| <b>Total Checking/Savings</b>     | <b>5,007,480.18</b> | <b>100.0%</b> |

**1400 Due (To)/From Other Funds**

|                                          |                     |               |
|------------------------------------------|---------------------|---------------|
| <b>10 - General Fund</b>                 | 992,653.15          | 19.82%        |
| <b>20 - Streets Fund</b>                 | 2,425,213.05        | 48.43%        |
| <b>22 - TDT Fund</b>                     | 423,930.29          | 8.47%         |
| <b>30 - Greenspaces Fund</b>             | -                   | 0.0%          |
| <b>32 - Parks SDC Fund</b>               | 226,913.67          | 4.53%         |
| <b>50 - Building Fund</b>                | 938,770.02          | 18.75%        |
| <b>Total Cash &amp; Cash Equivalents</b> | <b>5,007,480.18</b> | <b>100.0%</b> |

# City of Durham, Oregon

## Budget vs. Actuals: Budget\_FY27\_By\_Fund - FY27 P&L Classes

July - August, 2026

|                                                 | 10 - GENERAL FUND  |                       |                         |                 | TOTAL              |                       |                         |                 |
|-------------------------------------------------|--------------------|-----------------------|-------------------------|-----------------|--------------------|-----------------------|-------------------------|-----------------|
|                                                 | ACTUAL             | BUDGET                | OVER BUDGET             | % OF BUDGET     | ACTUAL             | BUDGET                | OVER BUDGET             | % OF BUDGET     |
| Income                                          |                    |                       |                         |                 |                    |                       |                         |                 |
| 4001 Beginning Fund Balance (Budget)            |                    | 820,028.00            | -820,028.00             |                 | \$0.00             | \$820,028.00          | \$ -820,028.00          | 0.00%           |
| 4100 Property Tax Revenue                       |                    | 140,000.00            | -140,000.00             |                 | \$0.00             | \$140,000.00          | \$ -140,000.00          | 0.00%           |
| 4120 Property Tax - Prior                       | 626.66             |                       | 626.66                  |                 | \$626.66           | \$0.00                | \$626.66                | 0.00%           |
| 4130 Other Tax Revenue                          | 9.50               |                       | 9.50                    |                 | \$9.50             | \$0.00                | \$9.50                  | 0.00%           |
| <b>Total 4100 Property Tax Revenue</b>          | <b>636.16</b>      | <b>140,000.00</b>     | <b>-139,363.84</b>      | <b>0.45 %</b>   | <b>\$636.16</b>    | <b>\$140,000.00</b>   | <b>\$ -139,363.84</b>   | <b>0.45 %</b>   |
| 4200 Intergovernmental Revenue                  |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 4210 State Revenue Sharing                      | 4,018.47           | 15,500.00             | -11,481.53              | 25.93 %         | \$4,018.47         | \$15,500.00           | \$ -11,481.53           | 25.93 %         |
| 4230 Cigarette Tax                              | 181.77             | 1,000.00              | -818.23                 | 18.18 %         | \$181.77           | \$1,000.00            | \$ -818.23              | 18.18 %         |
| 4240 Liquor Tax                                 | 4,727.29           | 28,250.00             | -23,522.71              | 16.73 %         | \$4,727.29         | \$28,250.00           | \$ -23,522.71           | 16.73 %         |
| 4250 Marijuana Tax                              |                    | 2,800.00              | -2,800.00               |                 | \$0.00             | \$2,800.00            | \$ -2,800.00            | 0.00%           |
| 4280 Grant Revenues                             |                    | 44,900.00             | -44,900.00              |                 | \$0.00             | \$44,900.00           | \$ -44,900.00           | 0.00%           |
| <b>Total 4200 Intergovernmental Revenue</b>     | <b>8,927.53</b>    | <b>92,450.00</b>      | <b>-83,522.47</b>       | <b>9.66 %</b>   | <b>\$8,927.53</b>  | <b>\$92,450.00</b>    | <b>\$ -83,522.47</b>    | <b>9.66 %</b>   |
| 4300 Franchise Fees                             |                    | 200,000.00            | -200,000.00             |                 | \$0.00             | \$200,000.00          | \$ -200,000.00          | 0.00%           |
| 4340 Garbage Franchise Fees                     | 5,046.13           |                       | 5,046.13                |                 | \$5,046.13         | \$0.00                | \$5,046.13              | 0.00%           |
| 4350 Phone Franchise Fees                       | 263.63             |                       | 263.63                  |                 | \$263.63           | \$0.00                | \$263.63                | 0.00%           |
| <b>Total 4300 Franchise Fees</b>                | <b>5,309.76</b>    | <b>200,000.00</b>     | <b>-194,690.24</b>      | <b>2.65 %</b>   | <b>\$5,309.76</b>  | <b>\$200,000.00</b>   | <b>\$ -194,690.24</b>   | <b>2.65 %</b>   |
| 4400 Licenses, Permits, & Fees                  | 7,370.90           | 32,500.00             | -25,129.10              | 22.68 %         | \$7,370.90         | \$32,500.00           | \$ -25,129.10           | 22.68 %         |
| 4410 Licenses                                   |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 4411 Business License Fee                       | 7,467.50           |                       | 7,467.50                |                 | \$7,467.50         | \$0.00                | \$7,467.50              | 0.00%           |
| <b>Total 4410 Licenses</b>                      | <b>7,467.50</b>    |                       | <b>7,467.50</b>         |                 | <b>\$7,467.50</b>  | <b>\$0.00</b>         | <b>\$7,467.50</b>       | <b>0.00%</b>    |
| 4430 Permits                                    |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 4431 Building Permit (20%)                      | 5,755.40           | 10,000.00             | -4,244.60               | 57.55 %         | \$5,755.40         | \$10,000.00           | \$ -4,244.60            | 57.55 %         |
| 4432 Tree Removal Permit                        | 4,550.00           |                       | 4,550.00                |                 | \$4,550.00         | \$0.00                | \$4,550.00              | 0.00%           |
| 4433 ROW Permit                                 | 450.00             |                       | 450.00                  |                 | \$450.00           | \$0.00                | \$450.00                | 0.00%           |
| 4434 Special Event Permit                       | 75.00              |                       | 75.00                   |                 | \$75.00            | \$0.00                | \$75.00                 | 0.00%           |
| 4436 Sign Permit                                | 700.00             |                       | 700.00                  |                 | \$700.00           | \$0.00                | \$700.00                | 0.00%           |
| <b>Total 4430 Permits</b>                       | <b>11,530.40</b>   | <b>10,000.00</b>      | <b>1,530.40</b>         | <b>115.30 %</b> | <b>\$11,530.40</b> | <b>\$10,000.00</b>    | <b>\$1,530.40</b>       | <b>115.30 %</b> |
| <b>Total 4400 Licenses, Permits, &amp; Fees</b> | <b>26,368.80</b>   | <b>42,500.00</b>      | <b>-16,131.20</b>       | <b>62.04 %</b>  | <b>\$26,368.80</b> | <b>\$42,500.00</b>    | <b>\$ -16,131.20</b>    | <b>62.04 %</b>  |
| 4500 Administrative Fees                        |                    | 2,500.00              | -2,500.00               |                 | \$0.00             | \$2,500.00            | \$ -2,500.00            | 0.00%           |
| 4510 Lien Search Request                        | 240.00             |                       | 240.00                  |                 | \$240.00           | \$0.00                | \$240.00                | 0.00%           |
| 4530 10% Pass-Through Fee                       | 1,464.10           |                       | 1,464.10                |                 | \$1,464.10         | \$0.00                | \$1,464.10              | 0.00%           |
| 4540 City Staff Time                            | 2,027.08           |                       | 2,027.08                |                 | \$2,027.08         | \$0.00                | \$2,027.08              | 0.00%           |
| <b>Total 4500 Administrative Fees</b>           | <b>3,731.18</b>    | <b>2,500.00</b>       | <b>1,231.18</b>         | <b>149.25 %</b> | <b>\$3,731.18</b>  | <b>\$2,500.00</b>     | <b>\$1,231.18</b>       | <b>149.25 %</b> |
| 4800 Interest Income                            | 6,953.11           | 38,000.00             | -31,046.89              | 18.30 %         | \$6,953.11         | \$38,000.00           | \$ -31,046.89           | 18.30 %         |
| <b>Total Income</b>                             | <b>\$51,926.54</b> | <b>\$1,335,478.00</b> | <b>\$ -1,283,551.46</b> | <b>3.89 %</b>   | <b>\$51,926.54</b> | <b>\$1,335,478.00</b> | <b>\$ -1,283,551.46</b> | <b>3.89 %</b>   |
| <b>GROSS PROFIT</b>                             | <b>\$51,926.54</b> | <b>\$1,335,478.00</b> | <b>\$ -1,283,551.46</b> | <b>3.89 %</b>   | <b>\$51,926.54</b> | <b>\$1,335,478.00</b> | <b>\$ -1,283,551.46</b> | <b>3.89 %</b>   |
| Expenses                                        |                    |                       |                         |                 |                    |                       |                         |                 |
| 5000 Personnel Services                         |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 5100 Salaries & Wages                           |                    | 2,863.16              | -2,863.16               |                 | \$0.00             | \$2,863.16            | \$ -2,863.16            | 0.00%           |
| 5110 City Administrator                         | 20,293.95          | 106,572.44            | -86,278.49              | 19.04 %         | \$20,293.95        | \$106,572.44          | \$ -86,278.49           | 19.04 %         |
| 5120 Admin. Assistant                           | 12,127.58          | 69,014.40             | -56,886.82              | 17.57 %         | \$12,127.58        | \$69,014.40           | \$ -56,886.82           | 17.57 %         |
| <b>Total 5100 Salaries &amp; Wages</b>          | <b>32,421.53</b>   | <b>178,450.00</b>     | <b>-146,028.47</b>      | <b>18.17 %</b>  | <b>\$32,421.53</b> | <b>\$178,450.00</b>   | <b>\$ -146,028.47</b>   | <b>18.17 %</b>  |
| 5200 Payroll Taxes                              | 2,917.50           | 18,000.00             | -15,082.50              | 16.21 %         | \$2,917.50         | \$18,000.00           | \$ -15,082.50           | 16.21 %         |
| 5300 Workers Comp Ins                           | 1,097.72           | 500.00                | 597.72                  | 219.54 %        | \$1,097.72         | \$500.00              | \$597.72                | 219.54 %        |
| 5400 Employee Benefits                          |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 5410 PERS                                       | 9,641.47           | 58,335.00             | -48,693.53              | 16.53 %         | \$9,641.47         | \$58,335.00           | \$ -48,693.53           | 16.53 %         |
| 5430 Med/Den/Vision Ins                         | 2,217.65           | 21,165.00             | -18,947.35              | 10.48 %         | \$2,217.65         | \$21,165.00           | \$ -18,947.35           | 10.48 %         |
| <b>Total 5400 Employee Benefits</b>             | <b>11,859.12</b>   | <b>79,500.00</b>      | <b>-67,640.88</b>       | <b>14.92 %</b>  | <b>\$11,859.12</b> | <b>\$79,500.00</b>    | <b>\$ -67,640.88</b>    | <b>14.92 %</b>  |
| <b>Total 5000 Personnel Services</b>            | <b>48,295.87</b>   | <b>276,450.00</b>     | <b>-228,154.13</b>      | <b>17.47 %</b>  | <b>\$48,295.87</b> | <b>\$276,450.00</b>   | <b>\$ -228,154.13</b>   | <b>17.47 %</b>  |
| 6000 Materials & Services                       |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6100 Operating Expense                          |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6110 Office Supplies                            | 152.45             | 5,796.00              | -5,643.55               | 2.63 %          | \$152.45           | \$5,796.00            | \$ -5,643.55            | 2.63 %          |
| 6120 Marketing & Newsletters                    |                    | 7,055.00              | -7,055.00               |                 | \$0.00             | \$7,055.00            | \$ -7,055.00            | 0.00%           |
| 6150 Dues & Subscriptions                       | 2,890.10           | 4,535.00              | -1,644.90               | 63.73 %         | \$2,890.10         | \$4,535.00            | \$ -1,644.90            | 63.73 %         |
| 6170 Equipment Expense                          | 185.33             | 8,567.00              | -8,381.67               | 2.16 %          | \$185.33           | \$8,567.00            | \$ -8,381.67            | 2.16 %          |
| 6190 Other Operating Expense                    | 0.15               | 6,047.00              | -6,046.85               | 0.00 %          | \$0.15             | \$6,047.00            | \$ -6,046.85            | 0.00 %          |
| <b>Total 6100 Operating Expense</b>             | <b>3,228.03</b>    | <b>32,000.00</b>      | <b>-28,771.97</b>       | <b>10.09 %</b>  | <b>\$3,228.03</b>  | <b>\$32,000.00</b>    | <b>\$ -28,771.97</b>    | <b>10.09 %</b>  |
| 6200 Facilities                                 |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6210 City Hall                                  |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6211 City Hall Rent                             | 2,200.00           | 14,500.00             | -12,300.00              | 15.17 %         | \$2,200.00         | \$14,500.00           | \$ -12,300.00           | 15.17 %         |
| 6212 City Hall Utilities                        | 835.28             | 6,000.00              | -5,164.72               | 13.92 %         | \$835.28           | \$6,000.00            | \$ -5,164.72            | 13.92 %         |
| 6213 Security                                   |                    | 1,000.00              | -1,000.00               |                 | \$0.00             | \$1,000.00            | \$ -1,000.00            | 0.00%           |
| 6214 City Hall Maintenance & Repair             |                    | 1,550.00              | -1,550.00               |                 | \$0.00             | \$1,550.00            | \$ -1,550.00            | 0.00%           |
| <b>Total 6210 City Hall</b>                     | <b>3,035.28</b>    | <b>23,050.00</b>      | <b>-20,014.72</b>       | <b>13.17 %</b>  | <b>\$3,035.28</b>  | <b>\$23,050.00</b>    | <b>\$ -20,014.72</b>    | <b>13.17 %</b>  |
| 6220 Park Utilities & Maintenance               |                    |                       |                         |                 | \$0.00             | \$0.00                | \$0.00                  | 0.00%           |
| 6221 Park Maintenance                           | 19,447.68          | 35,000.00             | -15,552.32              | 55.56 %         | \$19,447.68        | \$35,000.00           | \$ -15,552.32           | 55.56 %         |

|                                                    | 10 - GENERAL FUND     |                     |                       |                 | TOTAL                 |                     |                       |                 |
|----------------------------------------------------|-----------------------|---------------------|-----------------------|-----------------|-----------------------|---------------------|-----------------------|-----------------|
|                                                    | ACTUAL                | BUDGET              | OVER BUDGET           | % OF BUDGET     | ACTUAL                | BUDGET              | OVER BUDGET           | % OF BUDGET     |
| 6222 Park Utilities                                | 188.00                | 2,000.00            | -1,812.00             | 9.40 %          | \$188.00              | \$2,000.00          | \$ -1,812.00          | 9.40 %          |
| <b>Total 6220 Park Utilities &amp; Maintenance</b> | <b>19,635.68</b>      | <b>37,000.00</b>    | <b>-17,364.32</b>     | <b>53.07 %</b>  | <b>\$19,635.68</b>    | <b>\$37,000.00</b>  | <b>\$ -17,364.32</b>  | <b>53.07 %</b>  |
| <b>Total 6200 Facilities</b>                       | <b>22,670.96</b>      | <b>60,050.00</b>    | <b>-37,379.04</b>     | <b>37.75 %</b>  | <b>\$22,670.96</b>    | <b>\$60,050.00</b>  | <b>\$ -37,379.04</b>  | <b>37.75 %</b>  |
| 6300 Contract Services                             |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 6310 Accounting                                    |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 6311 Audit Fees                                    | 5,340.00              | 16,350.00           | -11,010.00            | 32.66 %         | \$5,340.00            | \$16,350.00         | \$ -11,010.00         | 32.66 %         |
| 6312 Accounting Fees                               | 1,065.75              | 8,000.00            | -6,934.25             | 13.32 %         | \$1,065.75            | \$8,000.00          | \$ -6,934.25          | 13.32 %         |
| 6313 Payroll Fees                                  | 208.00                | 650.00              | -442.00               | 32.00 %         | \$208.00              | \$650.00            | \$ -442.00            | 32.00 %         |
| <b>Total 6310 Accounting</b>                       | <b>6,613.75</b>       | <b>25,000.00</b>    | <b>-18,386.25</b>     | <b>26.46 %</b>  | <b>\$6,613.75</b>     | <b>\$25,000.00</b>  | <b>\$ -18,386.25</b>  | <b>26.46 %</b>  |
| 6320 Engineering                                   | 87.50                 | 20,000.00           | -19,912.50            | 0.44 %          | \$87.50               | \$20,000.00         | \$ -19,912.50         | 0.44 %          |
| 6330 Planning Services                             |                       | 25,000.00           | -25,000.00            |                 | \$0.00                | \$25,000.00         | \$ -25,000.00         | 0.00%           |
| 6340 Arborist                                      | 1,715.00              | 32,500.00           | -30,785.00            | 5.28 %          | \$1,715.00            | \$32,500.00         | \$ -30,785.00         | 5.28 %          |
| 6350 Legal Services                                | 6,770.48              | 50,000.00           | -43,229.52            | 13.54 %         | \$6,770.48            | \$50,000.00         | \$ -43,229.52         | 13.54 %         |
| 6360 Police Services                               | 44,400.00             | 200,500.00          | -156,100.00           | 22.14 %         | \$44,400.00           | \$200,500.00        | \$ -156,100.00        | 22.14 %         |
| 6370 911 Contract                                  |                       | 14,250.00           | -14,250.00            |                 | \$0.00                | \$14,250.00         | \$ -14,250.00         | 0.00%           |
| 6380 IT Services                                   | 440.00                | 12,500.00           | -12,060.00            | 3.52 %          | \$440.00              | \$12,500.00         | \$ -12,060.00         | 3.52 %          |
| 6390 Other Contract Services                       |                       | 3,500.00            | -3,500.00             |                 | \$0.00                | \$3,500.00          | \$ -3,500.00          | 0.00%           |
| <b>Total 6300 Contract Services</b>                | <b>60,026.73</b>      | <b>383,250.00</b>   | <b>-323,223.27</b>    | <b>15.66 %</b>  | <b>\$60,026.73</b>    | <b>\$383,250.00</b> | <b>\$ -323,223.27</b> | <b>15.66 %</b>  |
| 6400 Travel & Training                             |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 6410 Vehicle Expense                               | 509.50                | 850.00              | -340.50               | 59.94 %         | \$509.50              | \$850.00            | \$ -340.50            | 59.94 %         |
| 6420 Meals & Entertainment                         | 311.50                | 400.00              | -88.50                | 77.88 %         | \$311.50              | \$400.00            | \$ -88.50             | 77.88 %         |
| 6440 Conferences & Education                       | 520.97                | 2,750.00            | -2,229.03             | 18.94 %         | \$520.97              | \$2,750.00          | \$ -2,229.03          | 18.94 %         |
| <b>Total 6400 Travel &amp; Training</b>            | <b>1,341.97</b>       | <b>4,000.00</b>     | <b>-2,658.03</b>      | <b>33.55 %</b>  | <b>\$1,341.97</b>     | <b>\$4,000.00</b>   | <b>\$ -2,658.03</b>   | <b>33.55 %</b>  |
| 6500 Insurance                                     |                       | 6,500.00            | -6,500.00             |                 | \$0.00                | \$6,500.00          | \$ -6,500.00          | 0.00%           |
| 6510 Property Insurance                            | 1,065.70              |                     | 1,065.70              |                 | \$1,065.70            | \$0.00              | \$1,065.70            | 0.00%           |
| 6520 Liability Insurance                           | 5,835.51              |                     | 5,835.51              |                 | \$5,835.51            | \$0.00              | \$5,835.51            | 0.00%           |
| <b>Total 6500 Insurance</b>                        | <b>6,901.21</b>       | <b>6,500.00</b>     | <b>401.21</b>         | <b>106.17 %</b> | <b>\$6,901.21</b>     | <b>\$6,500.00</b>   | <b>\$401.21</b>       | <b>106.17 %</b> |
| 6700 Donations & Contributions                     | 1,200.00              | 1,700.00            | -500.00               | 70.59 %         | \$1,200.00            | \$1,700.00          | \$ -500.00            | 70.59 %         |
| <b>Total 6000 Materials &amp; Services</b>         | <b>95,368.90</b>      | <b>487,500.00</b>   | <b>-392,131.10</b>    | <b>19.56 %</b>  | <b>\$95,368.90</b>    | <b>\$487,500.00</b> | <b>\$ -392,131.10</b> | <b>19.56 %</b>  |
| 8100 Transfers                                     |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 8110 Transfer to General Fund                      | -89,013.66            | -89,050.00          | 36.34                 | 99.96 %         | \$ -89,013.66         | \$ -89,050.00       | \$36.34               | 99.96 %         |
| 8150 Transfer to Building Fund                     | 150,000.00            | 150,000.00          | 0.00                  | 100.00 %        | \$150,000.00          | \$150,000.00        | \$0.00                | 100.00 %        |
| <b>Total 8100 Transfers</b>                        | <b>60,986.34</b>      | <b>60,950.00</b>    | <b>36.34</b>          | <b>100.06 %</b> | <b>\$60,986.34</b>    | <b>\$60,950.00</b>  | <b>\$36.34</b>        | <b>100.06 %</b> |
| 8900 Contingency (Budget)                          |                       | 35,000.00           | -35,000.00            |                 | \$0.00                | \$35,000.00         | \$ -35,000.00         | 0.00%           |
| Uncategorized Expense                              |                       | 2,500.00            | -2,500.00             |                 | \$0.00                | \$2,500.00          | \$ -2,500.00          | 0.00%           |
| <b>Total Expenses</b>                              | <b>\$204,651.11</b>   | <b>\$862,400.00</b> | <b>\$ -657,748.89</b> | <b>23.73 %</b>  | <b>\$204,651.11</b>   | <b>\$862,400.00</b> | <b>\$ -657,748.89</b> | <b>23.73 %</b>  |
| NET OPERATING INCOME                               | <b>\$ -152,724.57</b> | <b>\$473,078.00</b> | <b>\$ -625,802.57</b> | <b>-32.28 %</b> | <b>\$ -152,724.57</b> | <b>\$473,078.00</b> | <b>\$ -625,802.57</b> | <b>-32.28 %</b> |
| Other Income                                       |                       |                     |                       |                 |                       |                     |                       |                 |
| 9100 Pass Through Revenue                          |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 9110 State Surcharge                               | 337.31                |                     | 337.31                |                 | \$337.31              | \$0.00              | \$337.31              | 0.00%           |
| 9130 Planning Pass Through                         | 6,895.00              |                     | 6,895.00              |                 | \$6,895.00            | \$0.00              | \$6,895.00            | 0.00%           |
| 9150 Engineering Pass Through                      | 3,500.00              |                     | 3,500.00              |                 | \$3,500.00            | \$0.00              | \$3,500.00            | 0.00%           |
| 9160 Metro CET Pass Through                        | 1,094.29              |                     | 1,094.29              |                 | \$1,094.29            | \$0.00              | \$1,094.29            | 0.00%           |
| 9170 TTSD CET Pass Through                         | 8,695.50              |                     | 8,695.50              |                 | \$8,695.50            | \$0.00              | \$8,695.50            | 0.00%           |
| 9180 Legal Pass Through                            | 4,246.00              |                     | 4,246.00              |                 | \$4,246.00            | \$0.00              | \$4,246.00            | 0.00%           |
| <b>Total 9100 Pass Through Revenue</b>             | <b>24,768.10</b>      |                     | <b>24,768.10</b>      |                 | <b>\$24,768.10</b>    | <b>\$0.00</b>       | <b>\$24,768.10</b>    | <b>0.00%</b>    |
| 9200 BP Revenue                                    |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 9210 BP Building Permit                            | 1,028.10              |                     | 1,028.10              |                 | \$1,028.10            | \$0.00              | \$1,028.10            | 0.00%           |
| 9220 BP Plan Review                                | 20,139.04             |                     | 20,139.04             |                 | \$20,139.04           | \$0.00              | \$20,139.04           | 0.00%           |
| 9230 BP Mechanical Permit                          | 7,083.50              |                     | 7,083.50              |                 | \$7,083.50            | \$0.00              | \$7,083.50            | 0.00%           |
| 9240 BP Plumbing Permit                            | 526.36                |                     | 526.36                |                 | \$526.36              | \$0.00              | \$526.36              | 0.00%           |
| <b>Total 9200 BP Revenue</b>                       | <b>28,777.00</b>      |                     | <b>28,777.00</b>      |                 | <b>\$28,777.00</b>    | <b>\$0.00</b>       | <b>\$28,777.00</b>    | <b>0.00%</b>    |
| <b>Total Other Income</b>                          | <b>\$53,545.10</b>    | <b>\$0.00</b>       | <b>\$53,545.10</b>    | <b>0.00%</b>    | <b>\$53,545.10</b>    | <b>\$0.00</b>       | <b>\$53,545.10</b>    | <b>0.00%</b>    |
| Other Expenses                                     |                       |                     |                       |                 |                       |                     |                       |                 |
| 9300 Pass Through Expense                          |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 9310 State Surcharge Pass Through                  | 826.29                |                     | 826.29                |                 | \$826.29              | \$0.00              | \$826.29              | 0.00%           |
| 9320 Building Permits                              | 8,621.06              |                     | 8,621.06              |                 | \$8,621.06            | \$0.00              | \$8,621.06            | 0.00%           |
| 9330 Planning Pass Through                         | 1,855.00              |                     | 1,855.00              |                 | \$1,855.00            | \$0.00              | \$1,855.00            | 0.00%           |
| 9350 Engineering PassThrough                       | 2,752.50              |                     | 2,752.50              |                 | \$2,752.50            | \$0.00              | \$2,752.50            | 0.00%           |
| 9360 Metro CET Pass Through                        | 1,876.00              |                     | 1,876.00              |                 | \$1,876.00            | \$0.00              | \$1,876.00            | 0.00%           |
| 9370 TTSD CET Pass Through                         | 10,786.17             |                     | 10,786.17             |                 | \$10,786.17           | \$0.00              | \$10,786.17           | 0.00%           |
| 9380 Legal Pass Through                            | 1,584.50              |                     | 1,584.50              |                 | \$1,584.50            | \$0.00              | \$1,584.50            | 0.00%           |
| <b>Total 9300 Pass Through Expense</b>             | <b>28,301.52</b>      |                     | <b>28,301.52</b>      |                 | <b>\$28,301.52</b>    | <b>\$0.00</b>       | <b>\$28,301.52</b>    | <b>0.00%</b>    |
| 9400 BP Expense                                    |                       |                     |                       |                 | \$0.00                | \$0.00              | \$0.00                | 0.00%           |
| 9420 BP Expense - 20% to City                      | 5,755.40              |                     | 5,755.40              |                 | \$5,755.40            | \$0.00              | \$5,755.40            | 0.00%           |
| <b>Total 9400 BP Expense</b>                       | <b>5,755.40</b>       |                     | <b>5,755.40</b>       |                 | <b>\$5,755.40</b>     | <b>\$0.00</b>       | <b>\$5,755.40</b>     | <b>0.00%</b>    |
| <b>Total Other Expenses</b>                        | <b>\$34,056.92</b>    | <b>\$0.00</b>       | <b>\$34,056.92</b>    | <b>0.00%</b>    | <b>\$34,056.92</b>    | <b>\$0.00</b>       | <b>\$34,056.92</b>    | <b>0.00%</b>    |
| NET OTHER INCOME                                   | <b>\$19,488.18</b>    | <b>\$0.00</b>       | <b>\$19,488.18</b>    | <b>0.00%</b>    | <b>\$19,488.18</b>    | <b>\$0.00</b>       | <b>\$19,488.18</b>    | <b>0.00%</b>    |
| NET INCOME                                         | <b>\$ -133,236.39</b> | <b>\$473,078.00</b> | <b>\$ -606,314.39</b> | <b>-28.16 %</b> | <b>\$ -133,236.39</b> | <b>\$473,078.00</b> | <b>\$ -606,314.39</b> | <b>-28.16 %</b> |

# City of Durham, Oregon

## Budget vs. Actuals: Budget\_FY27\_By\_Fund - FY27 P&L Classes

July - August, 2026

|                                             | 20 - STREET FUND     |                       |                         |                 | TOTAL                |                       |                         |                 |
|---------------------------------------------|----------------------|-----------------------|-------------------------|-----------------|----------------------|-----------------------|-------------------------|-----------------|
|                                             | ACTUAL               | BUDGET                | OVER BUDGET             | % OF BUDGET     | ACTUAL               | BUDGET                | OVER BUDGET             | % OF BUDGET     |
| Income                                      |                      |                       |                         |                 |                      |                       |                         |                 |
| 4001 Beginning Fund Balance (Budget)        |                      | 2,400,000.00          | -2,400,000.00           |                 | \$0.00               | \$2,400,000.00        | \$ -2,400,000.00        | 0.00%           |
| 4200 Intergovernmental Revenue              |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 4220 Gas Tax                                | 23,205.85            | 150,000.00            | -126,794.15             | 15.47 %         | \$23,205.85          | \$150,000.00          | \$ -126,794.15          | 15.47 %         |
| 4270 Vehicle Registration                   | 5,299.89             | 25,000.00             | -19,700.11              | 21.20 %         | \$5,299.89           | \$25,000.00           | \$ -19,700.11           | 21.20 %         |
| 4280 Grant Revenues                         |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 4281 State Grants                           |                      | 250,000.00            | -250,000.00             |                 | \$0.00               | \$250,000.00          | \$ -250,000.00          | 0.00%           |
| <b>Total 4280 Grant Revenues</b>            |                      | <b>250,000.00</b>     | <b>-250,000.00</b>      |                 | <b>\$0.00</b>        | <b>\$250,000.00</b>   | <b>\$ -250,000.00</b>   | <b>0.00%</b>    |
| <b>Total 4200 Intergovernmental Revenue</b> | <b>28,505.74</b>     | <b>425,000.00</b>     | <b>-396,494.26</b>      | <b>6.71 %</b>   | <b>\$28,505.74</b>   | <b>\$425,000.00</b>   | <b>\$ -396,494.26</b>   | <b>6.71 %</b>   |
| 4800 Interest Income                        | 16,147.63            | 67,500.00             | -51,352.37              | 23.92 %         | \$16,147.63          | \$67,500.00           | \$ -51,352.37           | 23.92 %         |
| <b>Total Income</b>                         | <b>\$44,653.37</b>   | <b>\$2,892,500.00</b> | <b>\$ -2,847,846.63</b> | <b>1.54 %</b>   | <b>\$44,653.37</b>   | <b>\$2,892,500.00</b> | <b>\$ -2,847,846.63</b> | <b>1.54 %</b>   |
| <b>GROSS PROFIT</b>                         | <b>\$44,653.37</b>   | <b>\$2,892,500.00</b> | <b>\$ -2,847,846.63</b> | <b>1.54 %</b>   | <b>\$44,653.37</b>   | <b>\$2,892,500.00</b> | <b>\$ -2,847,846.63</b> | <b>1.54 %</b>   |
| Expenses                                    |                      |                       |                         |                 |                      |                       |                         |                 |
| 6000 Materials & Services                   |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6100 Operating Expense                      |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6130 Street Supplies                        |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6131 Light/Pole Replacement                 |                      | 20,834.00             | -20,834.00              |                 | \$0.00               | \$20,834.00           | \$ -20,834.00           | 0.00%           |
| 6132 Street Signs                           |                      | 2,083.00              | -2,083.00               |                 | \$0.00               | \$2,083.00            | \$ -2,083.00            | 0.00%           |
| 6139 Misc Street Supplies                   |                      | 2,083.00              | -2,083.00               |                 | \$0.00               | \$2,083.00            | \$ -2,083.00            | 0.00%           |
| <b>Total 6130 Street Supplies</b>           |                      | <b>25,000.00</b>      | <b>-25,000.00</b>       |                 | <b>\$0.00</b>        | <b>\$25,000.00</b>    | <b>\$ -25,000.00</b>    | <b>0.00%</b>    |
| <b>Total 6100 Operating Expense</b>         |                      | <b>25,000.00</b>      | <b>-25,000.00</b>       |                 | <b>\$0.00</b>        | <b>\$25,000.00</b>    | <b>\$ -25,000.00</b>    | <b>0.00%</b>    |
| 6200 Facilities                             |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6250 Street Fund                            |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6251 Street Maintenance & Repair            | 200.00               | 280,000.00            | -279,800.00             | 0.07 %          | \$200.00             | \$280,000.00          | \$ -279,800.00          | 0.07 %          |
| 6252 Street Light Utilities                 | 2,271.24             | 25,000.00             | -22,728.76              | 9.08 %          | \$2,271.24           | \$25,000.00           | \$ -22,728.76           | 9.08 %          |
| 6255 Bike Paths & Sidewalk Maint/Repair     | 5,240.00             | 50,000.00             | -44,760.00              | 10.48 %         | \$5,240.00           | \$50,000.00           | \$ -44,760.00           | 10.48 %         |
| <b>Total 6250 Street Fund</b>               | <b>7,711.24</b>      | <b>355,000.00</b>     | <b>-347,288.76</b>      | <b>2.17 %</b>   | <b>\$7,711.24</b>    | <b>\$355,000.00</b>   | <b>\$ -347,288.76</b>   | <b>2.17 %</b>   |
| <b>Total 6200 Facilities</b>                | <b>7,711.24</b>      | <b>355,000.00</b>     | <b>-347,288.76</b>      | <b>2.17 %</b>   | <b>\$7,711.24</b>    | <b>\$355,000.00</b>   | <b>\$ -347,288.76</b>   | <b>2.17 %</b>   |
| 6300 Contract Services                      |                      | 150,000.00            | -150,000.00             |                 | \$0.00               | \$150,000.00          | \$ -150,000.00          | 0.00%           |
| 6310 Accounting                             |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 6311 Audit Fees                             | 3,560.00             |                       | 3,560.00                |                 | \$3,560.00           | \$0.00                | \$3,560.00              | 0.00%           |
| 6312 Accounting Fees                        | 540.50               |                       | 540.50                  |                 | \$540.50             | \$0.00                | \$540.50                | 0.00%           |
| <b>Total 6310 Accounting</b>                | <b>4,100.50</b>      |                       | <b>4,100.50</b>         |                 | <b>\$4,100.50</b>    | <b>\$0.00</b>         | <b>\$4,100.50</b>       | <b>0.00%</b>    |
| 6320 Engineering                            | 525.00               |                       | 525.00                  |                 | \$525.00             | \$0.00                | \$525.00                | 0.00%           |
| 6350 Legal Services                         | 2,155.00             |                       | 2,155.00                |                 | \$2,155.00           | \$0.00                | \$2,155.00              | 0.00%           |
| <b>Total 6300 Contract Services</b>         | <b>6,780.50</b>      | <b>150,000.00</b>     | <b>-143,219.50</b>      | <b>4.52 %</b>   | <b>\$6,780.50</b>    | <b>\$150,000.00</b>   | <b>\$ -143,219.50</b>   | <b>4.52 %</b>   |
| <b>Total 6000 Materials &amp; Services</b>  | <b>14,491.74</b>     | <b>530,000.00</b>     | <b>-515,508.26</b>      | <b>2.73 %</b>   | <b>\$14,491.74</b>   | <b>\$530,000.00</b>   | <b>\$ -515,508.26</b>   | <b>2.73 %</b>   |
| 7000 Capital Outlay                         |                      | 50,000.00             | -50,000.00              |                 | \$0.00               | \$50,000.00           | \$ -50,000.00           | 0.00%           |
| 8100 Transfers                              |                      |                       |                         |                 | \$0.00               | \$0.00                | \$0.00                  | 0.00%           |
| 8110 Transfer to General Fund               | 88,500.00            | 88,500.00             | 0.00                    | 100.00 %        | \$88,500.00          | \$88,500.00           | \$0.00                  | 100.00 %        |
| <b>Total 8100 Transfers</b>                 | <b>88,500.00</b>     | <b>88,500.00</b>      | <b>0.00</b>             | <b>100.00 %</b> | <b>\$88,500.00</b>   | <b>\$88,500.00</b>    | <b>\$0.00</b>           | <b>100.00 %</b> |
| 8900 Contingency (Budget)                   |                      | 50,000.00             | -50,000.00              |                 | \$0.00               | \$50,000.00           | \$ -50,000.00           | 0.00%           |
| <b>Total Expenses</b>                       | <b>\$102,991.74</b>  | <b>\$718,500.00</b>   | <b>\$ -615,508.26</b>   | <b>14.33 %</b>  | <b>\$102,991.74</b>  | <b>\$718,500.00</b>   | <b>\$ -615,508.26</b>   | <b>14.33 %</b>  |
| <b>NET OPERATING INCOME</b>                 | <b>\$ -58,338.37</b> | <b>\$2,174,000.00</b> | <b>\$ -2,232,338.37</b> | <b>-2.68 %</b>  | <b>\$ -58,338.37</b> | <b>\$2,174,000.00</b> | <b>\$ -2,232,338.37</b> | <b>-2.68 %</b>  |
| <b>NET INCOME</b>                           | <b>\$ -58,338.37</b> | <b>\$2,174,000.00</b> | <b>\$ -2,232,338.37</b> | <b>-2.68 %</b>  | <b>\$ -58,338.37</b> | <b>\$2,174,000.00</b> | <b>\$ -2,232,338.37</b> | <b>-2.68 %</b>  |

**City of Durham, Oregon**  
 Checking Account Detail - Prior Month - Council  
 July 2026

| Distribution account                  | Num                 | Transaction date | Name                                         | Description                                             | Amount                |
|---------------------------------------|---------------------|------------------|----------------------------------------------|---------------------------------------------------------|-----------------------|
| <b>Bill Payment (Check)</b>           |                     |                  |                                              |                                                         |                       |
| 1120 Checking                         | 17973               | 07/01/2026       | Gwen Janousek                                | Durham 60th Celebration - Candy Clouds                  | -165.00               |
| 1120 Checking                         | 17974               | 07/01/2026       | Cannon Planning Services                     | June 2026 Planning Services                             | -1,855.00             |
| 1120 Checking                         | 17975               | 07/01/2026       | League of Oregon Cities                      | LOC 2026-2027 Membership Dues                           | -2,144.30             |
| 1120 Checking                         | 17976               | 07/02/2026       | Savatree                                     | Arborist Services - June 2026                           | -490.00               |
| 1120 Checking                         | 17977               | 07/07/2026       | Beery Elsner & Hammond, LLP                  | May 2026 Legal Services                                 | -6,067.03             |
| 1120 Checking                         | 17978               | 07/07/2026       | Hager Handyman Service                       | June 2026 City Maintenance                              | -8,250.00             |
| 1120 Checking                         | 17979               | 07/07/2026       | Alexonet                                     | June 2026 IT and Microsoft Subscription                 | -302.80               |
| 1120 Checking                         | 17980               | 07/07/2026       | Dept. of Consumer & Bus. Services            | Q2 2026 State Surcharge                                 | -826.29               |
| 1120 Checking                         | 17981               | 07/14/2026       | Bark Dusters, Inc                            | Treed Lot - Job #37315                                  | -2,990.00             |
| 1120 Checking                         | 17982               | 07/14/2026       | Saif Corporation                             | 2026-2027 Worker's Comp Policy - A100082126             | -388.09               |
| 1120 Checking                         | 17983               | 07/14/2026       | City of Tualatin                             | Q2 2026 Building Fees                                   | -8,621.06             |
| 1120 Checking                         | 17984               | 07/14/2026       | Metro CET                                    | Q2 2026 Metro CET                                       | -1,876.00             |
| 1120 Checking                         | 17985               | 07/14/2026       | Tigard-Tualatin School District              | Q2 2026 TTSD Pass-Through Payment                       | -10,786.17            |
| 1120 Checking                         | 17986               | 07/14/2026       | Merina+Co                                    | May & June 2026 Accountant Services                     | -886.25               |
| 1120 Checking                         | 17987               | 07/14/2026       | Wyatt Bean                                   | June 2026 Expenses                                      | -4.35                 |
| 1120 Checking                         | 17988               | 07/14/2026       | Jordan D. Parente                            | June 2026 Expenses                                      | -21.03                |
| 1120 Checking                         | 17989               | 07/15/2026       | PGE                                          | Account #*****0000                                      | -1,149.07             |
| 1120 Checking                         | 17990               | 07/15/2026       | City of Tualatin                             | 2026-2027 Juanita Pohl Center Contribution              | -1,200.00             |
| 1120 Checking                         | 17991               | 07/20/2026       | T. Olson Properties                          | August 2026 City Hall Rent                              | -1,100.00             |
| 1120 Checking                         | 17992               | 07/21/2026       | CIS - Property Insurance                     | 2026-27 CIS Property/Liability Renewal                  | -6,901.21             |
| 1120 Checking                         | 17993               | 07/22/2026       | Beery Elsner & Hammond, LLP                  | June 2026 Legal Services                                | -4,442.95             |
| 1120 Checking                         | 17994               | 07/22/2026       | MacKay                                       | June 2026 Engineering Services                          | -1,921.25             |
| 1120 Checking                         | 17995               | 07/22/2026       | Bark Dusters, Inc                            | Bark Chips - Treed Lot - Job #37395                     | -4,190.00             |
| 1120 Checking                         | 17996               | 07/24/2026       | American Sani-Can                            | August 2026 Durham City Park Restroom                   | -226.84               |
| 1120 Checking                         | 17997               | 07/28/2026       | Mid-Willamette Valley Council of Governments | Affiliate Fee for FY 2026/27                            | -500.00               |
| 1120 Checking                         | 17998               | 07/31/2026       | City of Tualatin                             | Apr - Jun 2026 Police Services                          | -44,400.00            |
| <b>Total for Bill Payment (Check)</b> |                     |                  |                                              |                                                         | <b>- \$111,704.69</b> |
| <b>Expense</b>                        |                     |                  |                                              |                                                         |                       |
| 1120 Checking                         | Debit 2026.07.01-01 | 07/01/2026       | Oregon Health Authority                      | Food Handlers Card (x2) - Jordan Parente & Joshua Drake | -20.00                |
| 1120 Checking                         | Debit 2026.07.01-02 | 07/01/2026       | Oregon Health Authority                      | Food Handlers Card - David Streicher                    | -10.00                |
| 1120 Checking                         | EFT                 | 07/02/2026       | PGE                                          | Monthly City Hall Electric Bill                         | -93.46                |
| 1120 Checking                         | EFT                 | 07/02/2026       | PGE                                          | Monthly Arkenstone Park Electric Bill                   | -25.72                |
| 1120 Checking                         | EFT                 | 07/02/2026       | PGE                                          | Monthly Heron Grove Path Electric Bill                  | -29.55                |
| 1120 Checking                         | EFT                 | 07/03/2026       | Gusto                                        | June 2026 Monthly Payroll Fees                          | -104.00               |
| 1120 Checking                         | EFT                 | 07/06/2026       | NW Natural Gas                               | Monthly City Hall Gas Bill - Autopay                    | -39.63                |

**City of Durham, Oregon**  
 Checking Account Detail - Prior Month - Council  
 July 2026

| Distribution account           | Num                   | Transaction date | Name                    | Description                                                                                   | Amount              |
|--------------------------------|-----------------------|------------------|-------------------------|-----------------------------------------------------------------------------------------------|---------------------|
| 1120 Checking                  | EFT                   | 07/06/2026       | Ziply Fiber             | July 2026 Ziply Autopay                                                                       | -247.66             |
| 1120 Checking                  | T Olson Check #1365   | 07/07/2026       | Wells Fargo Bank        | Debit for Frozen Check #1365 from 07/06/2026 Deposit for T Olson Properties 26/27 BL Renewal  | -75.00              |
| 1120 Checking                  | EFT                   | 07/07/2026       | CIS - Employee Benefits | July 2026 Employee Benefits Autopay                                                           | -1,166.90           |
| 1120 Checking                  | EFT - Pension         | 07/10/2026       | PERS                    | PERS Pension for 06/21 - 07/05/2026 Employer Statement                                        | -1,501.64           |
| 1120 Checking                  | EFT - IAP             | 07/10/2026       | PERS                    | PERS IAP for 06/21 - 07/05/2026 Employer Statement                                            | -371.04             |
| 1120 Checking                  | Debit 2026.07.10      | 07/10/2026       | Ashland Hills Hotel     | Remaining Balance for Hotel for 2026 OCCMA Summer Conference - Jordan Parente                 | -490.97             |
| 1120 Checking                  | EFT                   | 07/14/2026       | Clean Water Services    | Bi-Monthly CWS Bill - May/June 2026                                                           | -79.10              |
| 1120 Checking                  | 2319-7619             | 07/15/2026       | Turboscribe             | July 2026 Monthly Turboscribe Subscription                                                    | -20.00              |
| 1120 Checking                  | CE923226-0021         | 07/18/2026       | Chat GPT - Open AI      | July 2026 ChatGPT Monthly Subscription                                                        | -20.00              |
| 1120 Checking                  | EFT                   | 07/20/2026       | T-Mobile                | July 2026 CA Monthly Cell Phone Bill                                                          | -36.65              |
| 1120 Checking                  | Debit 2026.07.22      | 07/22/2026       | Whole Foods             | Lavender Foam Soap Refill (x2)                                                                | -9.10               |
| 1120 Checking                  | 10001514121056        | 07/27/2026       | Intuit Quickbooks       | July 2026 QuickBooks Online Monthly Fees                                                      | -115.00             |
| 1120 Checking                  | Dimension 6 #1567     | 07/27/2026       | Wells Fargo Bank        | Debit for Frozen Check #1567 from 07/21/2026 Deposit for Dimension 6 Fitness 26/27 BL Renewal | -175.00             |
| 1120 Checking                  | EFT - Pension         | 07/27/2026       | PERS                    | PERS Pension for 07/06 - 07/20/2026 Employer Statement                                        | -3,058.17           |
| 1120 Checking                  | EFT - IAP             | 07/27/2026       | PERS                    | PERS IAP for 07/06 - 07/20/2026 Employer Statement                                            | -763.27             |
| 1120 Checking                  | Debit 2026.07.31      | 07/31/2026       | USPS                    | First Class Mail (x2), Certified Mail, Return Receipt, Postage (x2)                           | -10.78              |
| <b>Total for Expense</b>       |                       |                  |                         |                                                                                               | <b>-\$8,462.64</b>  |
| <b>Journal Entry</b>           |                       |                  |                         |                                                                                               |                     |
| 1120 Checking                  | FY27-07.03.26-Payroll | 07/03/2026       |                         | 07/03/2026 Net Pay                                                                            | -4,386.72           |
| 1120 Checking                  | FY27-07.03.26-Payroll | 07/03/2026       |                         | 07/03/2026 Taxes                                                                              | -2,358.20           |
| 1120 Checking                  | FY27-07.17.26-Payroll | 07/17/2026       |                         | 07/17/2026 Net Pay                                                                            | -4,614.39           |
| 1120 Checking                  | FY27-07.17.26-Payroll | 07/17/2026       |                         | 07/17/2026 Taxes                                                                              | -2,492.80           |
| 1120 Checking                  | FY27-07.31.26-Payroll | 07/31/2026       |                         | 07/31/2026 Net Pay                                                                            | -4,639.85           |
| 1120 Checking                  | FY27-07.31.26-Payroll | 07/31/2026       |                         | 07/31/2026 Taxes                                                                              | -2,485.91           |
| <b>Total for Journal Entry</b> |                       |                  |                         |                                                                                               | <b>-\$20,977.87</b> |
| <b>TOTAL</b>                   |                       |                  |                         |                                                                                               | <b>\$141,145.20</b> |

$$\text{\$8,462.64} + \text{\$20,977.87} = \text{\$29,440.51}$$

**City of Durham, Oregon**  
 Checking Account Detail - Prior Month - Council  
 August 2026

| Distribution account                  | Num                   | Transaction date | Name                        | Description                                            | Amount               |
|---------------------------------------|-----------------------|------------------|-----------------------------|--------------------------------------------------------|----------------------|
| <b>Expense</b>                        |                       |                  |                             |                                                        |                      |
| 1120 Checking                         | EFT                   | 08/03/2026       | PGE                         | Monthly City Hall Electric Bill                        | -99.74               |
| 1120 Checking                         | EFT                   | 08/03/2026       | PGE                         | Monthly Arkenstone Park Electric Bill                  | -25.33               |
| 1120 Checking                         | EFT                   | 08/03/2026       | PGE                         | Monthly Heron Grove Path Electric Bill                 | -28.30               |
| 1120 Checking                         | EFT                   | 08/04/2026       | NW Natural Gas              | Monthly City Hall Gas Bill - Autopay                   | -32.37               |
| 1120 Checking                         | INV16638397           | 08/04/2026       | Gusto                       | July 2026 Monthly Payroll Fees                         | -104.00              |
| 1120 Checking                         | EFT                   | 08/05/2026       | Zipty Fiber                 | August 2026 Monthly City Phones                        | -249.12              |
| 1120 Checking                         | EFT                   | 08/06/2026       | CIS - Employee Benefits     | August 2026 Employee Benefits Autopay                  | -1,166.90            |
| 1120 Checking                         | EFT - Pension         | 08/12/2026       | PERS                        | PERS Pension for 07/21 - 08/05/2026 Employer Statement | -1,579.14            |
| 1120 Checking                         | EFT - IAP             | 08/12/2026       | PERS                        | PERS IAP for 07/21 - 08/05/2026 Employer Statement     | -394.13              |
| 1120 Checking                         | EFT                   | 08/15/2026       | Turboscribe                 | August 2026 Monthly Turboscribe Subscription           | -20.00               |
| 1120 Checking                         | Debit 2026.-08.17     | 08/17/2026       | Office Depot                | Shredding (24 lbs @ \$0.99/pound)                      | -23.76               |
| 1120 Checking                         | CE923226-0022         | 08/18/2026       | Chat GPT - Open AI          | August 2026 ChatGPT Monthly Subscription               | -20.00               |
| 1120 Checking                         | EFT                   | 08/18/2026       | T-Mobile                    | August 2026 CA Monthly Cell Phone Bill                 | -36.65               |
| 1120 Checking                         | 10001522978554        | 08/27/2026       | Intuit Quickbooks           | August 2026 QuickBooks Online Monthly Fees             | -140.00              |
| 1120 Checking                         | EFT - IAP             | 08/27/2026       | PERS                        | PERS IAP for 08/06 - 08/20/2026 Employer Statement     | -394.30              |
| 1120 Checking                         | EFT - Pension         | 08/27/2026       | PERS                        | PERS Pension for 08/06 - 08/20/2026 Employer Statement | -1,579.78            |
| <b>Total for Expense</b>              |                       |                  |                             |                                                        | <b>-\$5,893.52</b>   |
| <b>Bill Payment (Check)</b>           |                       |                  |                             |                                                        |                      |
| 1120 Checking                         | 17999                 | 08/03/2026       | Alexonet                    | July 2026 IT and Microsoft Subscription                | -302.80              |
| 1120 Checking                         | 18000                 | 08/04/2026       | Wyatt Bean                  | July 2026 Expenses                                     | -28.12               |
| 1120 Checking                         | 18001                 | 08/04/2026       | Jordan D. Parente           | July 2026 Expenses                                     | -682.24              |
| 1120 Checking                         | 18002                 | 08/06/2026       | PGE                         | Account #*****0000                                     | -1,122.17            |
| 1120 Checking                         | 18003                 | 08/06/2026       | Hager Handyman Service      | July 2026 City Maintenance                             | -4,825.00            |
| 1120 Checking                         | 18004                 | 08/06/2026       | Saif Corporation            | 2026-2027 Worker's Comp Policy - Final Audit           | -709.63              |
| 1120 Checking                         | 18005                 | 08/06/2026       | Savatree                    | Arborist Services - July 2026                          | -1,225.00            |
| 1120 Checking                         | 18006                 | 08/18/2026       | Merina+Co                   | July 2026 Accountant Services                          | -465.00              |
| 1120 Checking                         | 18007                 | 08/20/2026       | T. Olson Properties         | Sept 2026 City Hall Rent                               | -1,100.00            |
| 1120 Checking                         | 18008                 | 08/20/2026       | MacKay                      | July 2026 Engineering Services                         | -1,443.75            |
| 1120 Checking                         | 18009                 | 08/25/2026       | Hager Handyman Service      | Park Maintenance - Blackberries & Sprinkler Repair     | -4,179.00            |
| 1120 Checking                         | 18010                 | 08/25/2026       | American Sani-Can           | Sept 2026 Durham Park Seasonal Restroom                | -226.84              |
| 1120 Checking                         | 18011                 | 08/25/2026       | Staples                     | Account #LA1815643 - Invoice #6072099112               | -306.93              |
| 1120 Checking                         | 18012                 | 08/31/2026       | Pauly, Rogers and Co., P.C. | Audit FYE 6/30/2026 - Progress Bill                    | -8,900.00            |
| <b>Total for Bill Payment (Check)</b> |                       |                  |                             |                                                        | <b>- \$25,516.48</b> |
| <b>Journal Entry</b>                  |                       |                  |                             |                                                        |                      |
| 1120 Checking                         | FY27-08.14.26-Payroll | 08/14/2026       |                             | 08/14/2026 Net Pay                                     | -4,641.02            |

**City of Durham, Oregon**  
Checking Account Detail - Prior Month - Council  
August 2026

| Distribution account           | Num                   | Transaction date | Name | Description        | Amount                  |
|--------------------------------|-----------------------|------------------|------|--------------------|-------------------------|
| 1120 Checking                  | FY27-08.14.26-Payroll | 08/14/2026       |      | 08/14/2026 Taxes   | -2,487.88               |
| 1120 Checking                  | FY27-08.28.26-Payroll | 08/28/2026       |      | 08/28/2026 Net Pay | -4,632.90               |
| 1120 Checking                  | FY27-08.28.26-Payroll | 08/28/2026       |      | 08/28/2026 Taxes   | -2,483.21               |
| <b>Total for Journal Entry</b> |                       |                  |      |                    | -<br><b>\$14,245.01</b> |
| <b>TOTAL</b>                   |                       |                  |      |                    | -<br><b>\$45,655.01</b> |

$\$5,893.52 + \$14,245.01 = \$20,138.53$