City of Durham

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Jordan Parente - City Administrator
Wyatt Bean - Administrative Assistant

CITY COUNCIL AGENDA - CORRECTED

Durham City Hall: Tuesday, October 27th, 2026, 6:30 p.m.

A. CITY COUNCIL WORK SESSION at 6:30 p.m.

B. EXECUTIVE SESSION ON ORS 192.660 (2) (h) – TO CONSULT WITH COUNSEL REGARDING LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED

C. EXECUTIVE SESSION ON ORS 192.660 (2) (e) – TO CONDUCT DELIBERATIONS WITH PERSONS DESIGNATED BY THE GOVERNING BODY TO NEGOTIATE REAL PROPERTY TRANSACTIONS

D. CITY COUNCIL QUESTIONS FOR CITY ARBORIST

E. CITY COUNCIL QUESTIONS ON AGENDA ITEMS

F. OPEN REGULAR COUNCIL MEETING at 7:30 p.m.

G. ROLL CALL OF COUNCIL MEMBERS
(Mayor Joshua Drake, Council President: Leslie Gifford, Councilors Gary Paul, David Streicher and Sean Lee)

H. CALENDAR OF MEETINGS & EVENTS
- Tuesday November 10th, 2026, Regular Meeting of the Planning Commission at 7:00 p.m.
- Wednesday, November 11th, 2026, City Hall closed in recognition of Veterans Day
- Saturday November 14, 2026, Invasive Removal Event & City's Treed Lot from 9 a.m.-11 a.m.
- Saturdays & Sundays November 14-15, 2026, & November 21-22, 2026, Leaf Drop-off Event at Durham Park
- Tuesday November 24th, 2026, Regular Meeting of the City Council at 7:30 p.m.

I. CONSENT AGENDA
1. **COUNCIL MINUTES** - Council will consider adopting September 22, 2026, Work Session and City Council and meeting minutes (pages 1-7)
2. **RECEIVE PLANNING COMMISSION MINUTES FROM OCTOBER 13th, 2026** (pages 8-11)
3. **RECEIVE FINANCIAL REPORTS FOR SEPTEMBER 2026** (pages 12-16)
4. **APPROVE VENDOR CHECKS 18014-18025 TOTALING $10,111.79 AND EFTs & PAYROLL TOTALING $20,255.28 - CHECK 18013 VOIDED** (pages 17-19)
   Motion required

J. 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.

K. FAMILY PEACE CENTER PRESENTATION BY BOARD PRESIDENT JUDY WILLEY

L. 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 (page 20-39)
Motion Required

M. RESOLUTION 709-26: 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 40)
Motion Required

N. **RESOLUTION 710-26, A RESOLUTION OF THE CITY OF DURHAM ADJUSTING SOLID WASTE DISPOSAL RATES FOR PRIDE DISPOSAL COMPANY** (pages 41-44)
   - Pride will be available for questions

   Motion required

O. **SECOND 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, AS AMENDED** (pages 45-113)
   Motion Required

P. **RESOLUTION 711-26 A RESOLUTION OF DURHAM CITY COUNCIL APPROVING PARTICIPATION IN THE MANAGING OREGON RESOURCES EFFICIENTLY (MORE) INTERGOVERNMENTAL AGREEMENT AND AUTHORIZAING ITS EXECUTION (**pages 114-118)
   Motion Required

Q. **RESOLUTION 712-26 A RESOLUTION OF DURHAM CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND CLEAN WATER SERVICES FOR STORMWATER AND SANITARY SEWER SERVICES (**pages 119-149)
   - CWS will be available for questions

   Motion Required

R. **REQUEST TO REMOVE ASH TREES AT DURHAM PARK** (pages 150-152)
   Motion Required

S. **RESOLUTION 713-26; A RESOLUTION OF THE DURHAM CITY COUNCIL APPROVING A TUALATIN RIVER ENVIRONMENTAL ENHANCEMENT (TREE) GRANT AGREEMENT WITH THE TUALAIN SOIL AND WATER CONSERVATION DISTRICT AND AUTHORIZING ITS EXECUTION AND IMPLEMENTATION** (pages 153-169)
   Motion Required

T. **ADMINISTRATOR'S REPORT**
   - POLICING PROJECT
   - COMCAST INTERNET
   - BROADBAND USER GROUP

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

V. **ADJOURN**

City of Durham
CITY COUNCIL WORK SESSION MINUTES
September 22, 2026

A. **OPEN COUNCIL WORK SESSION**

Mayor Joshua Drake opened the work session at 6:31 PM at Durham City Hall. City Administrator Jordan Parente explained that the work session would include updates on Durham Estates and the Clean Water Services intergovernmental agreement, followed by discussion of items scheduled for the regular meeting. Staff clarified that any proposed changes require consideration during the regular session along with final decisions.

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

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

Councilors absent: None

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

Visitors: MACC Interim Administrator Jonathan Kaufman (via Teams)

C. **DURHAM ESTATES HEARING POSTPONED TO OCTOBER 27, 2026, CITY COUNCIL MEETING.**

City Administrator Parente reported that Durham Estates requested postponement of the retaining wall nuisance hearing to pursue an abatement to allow for settlement negotiations to continue. He noted building permits remain on hold pending outstanding development conditions, final plat approval, and pending street improvements, such as the energization of public streetlights.

Council discussed the developer's proposal to relocate the public utility easement beneath private driveways or eliminate it. City Administrator Parente advised against this to preserve future utility access and avoid driveway excavation. Councilor Paul explained that the current location of the retaining wall would obstruct repairs and other future utility work. Councilor Lee expressed concern about future homeowners will face access problems they will bring to the City if the developers new easement proposal was allowed.

Mayor Drake questioned whether removing the wall-removal condition from the development approval implied acceptance of the wall. City Administrator Parente explained that, following legal advice, the City was pursuing the safety issue under the nuisance ordinance rather than as a condition of development. His recommendation remains to seek removal of the wall from the easement and maintain the location of the easement.

City Administrator Parente reported receiving and acknowledging an Oregon Housing Accountability and Production Office complaint submitted by the developer concerning development delays. The City's attorneys will prepare a response following settlement or nuisance hearing proceedings. At Councilor Streicher's request, City Administrator Parente agreed to disseminate the complaint to Council. If the issue remains unresolved, Council agreed to consider whether a nuisance existed at the October hearing.

D. **CWS IGA UPDATE.**

City Administrator Parente reported that Clean Water Services was updating operating intergovernmental agreements with the cities it serves. He distinguished between jurisdictions receiving

regional wastewater treatment services and those, including Durham, that also receive local stormwater services.

City Administrator Parente stated that the proposed agreement requires further staff-level negotiations before it is ready for Council consideration. He stated CWS independently drafted the initial proposal and that he wants to ensure Durham's historical agreements involving the treatment plant, outfall, and City park are honored. Although CWS had wanted discussion and approval at the September regular council meeting following this Work Session, staff did not consider the agreement ready for council consideration. City Administrator Parente planned to meet with CWS and hoped to return with proposed language in October.

E. **DISCUSSION ON ORDINANCE 276-26; AN ORDINANCE ESTABLISHING THE SOLID WASTE MANAGEMENT PLAN, STANDARDS AND RESPONSIBILITIES AND DECLARING AN EMERGENCY AND REPEALING ORDINANCES 269-25.**

City Administrator Parente reviewed proposed changes to the solid waste ordinance. He explained that Washington County and Pride Disposal perform education, monitoring, and reporting work associated with approximately $3,000 in annual RMA funding. The ordinance would expressly assign those responsibilities to the parties performing the work. Other changes addressed administrative terminology, grammar, receptacle colors, and blocked access. City Administrator Parente reported no additional fiscal impact beyond existing arrangements.

Councilors identified missing double-letter combinations throughout the document, which staff attributed to PDF conversion. Councilor Streicher proposed directing the City Administrator to codify the ordinance and authorizing the correction of scrivener errors in Exhibit A during codification. He also identified a misplaced "or" in the exhibit. Staff noted the proposed corrections for consideration during the regular session.

Councilor Streicher distributed a handout identifying repealed ordinances still appearing in the unofficial municipal code on the City's website. He requested replacement of the repealed ordinances with the current ordinances and inclusion of the solid waste ordinance. He stated that he would not support the proposed solid waste ordinance without correction of the unofficial municipal code. Mayor Drake noted that Council had previously discussed the issue. City Administrator Parente said staff work on digitizing and categorizing effective resolutions and ordinances continues as time permits.

F. **DISCUSSION ON 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.**

City Administrator Parente explained that the proposed resolution would renew Pride Disposal's exclusive franchise in connection with the updated solid waste ordinance. The existing franchise resolution referenced the number of the prior ordinance, and the proposed resolution revises the reference to be the "Solid Waste Management Ordinance," reducing the need for additional franchise amendments when the solid waste ordinance changed.

G. **DISCUSSION ON RESOLUTION 709-26, A RESOLUTION OF THE CITY OF DURHAM ADJUSTING SOLID WASTE DISPOSAL RATES FOR PRIDE DISPOSAL COMPANY.**

Council briefly reviewed the proposed rate resolution. City Administrator Parente identified a duplicated resolving clause and an unrelated recital carried over from another document. The corrections were noted for regular-session consideration.

City of Durham
CITY COUNCIL MEETING MINUTES
September 22, 2026

A. **OPEN REGULAR COUNCIL MEETING.**

Mayor Joshua Drake opened the regular council meeting at 7:30 PM at Durham City Hall.

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

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

Councilors absent: None

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

Visitors: MACC Interim Administrator Jonathan Kaufman (via Teams)

C. **COUNCIL MINUTES.**

Council President Gifford moved to approve the July 28, 2026, City Council meeting minutes. Councilor Lee seconded the motion. The motion passed unanimously (5-0).

MO 092226-01

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

Mayor Drake reviewed the upcoming calendar, including the October 13, 2026, Planning Commission meeting at 7:00 p.m. and October 27, 2026, City Council meeting at 7:30 p.m.

E. **PUBLIC FORUM.**

Mayor Drake opened the public forum.

Resident Susan Fuller requested a key for the map accompanying the ash tree removal request and clarification about whether additional trees would be removed without Council approval because of their size. She supported removing the ash trees if CWS completed replacement planting in coordination with a knowledgeable arborist.

Ms. Fuller also questioned expenditures totaling more than $7,000 for frontage mulch and bark chips in the wooded property. She reported that too many bark chips make walking difficult for some older residents and raised accessibility concerns. She suggested reducing future bark chip application to treating muddy areas, as needed.

Mayor Drake closed the public forum.

F. **NO PLANNING COMMISSION MEETING AUGUST 11, 2026, OR SEPTEMBER 8, 2026.**

Mayor Drake noted that the Planning Commission did not meet in August or September.

G. **FIRST READING OF ORDINANCE 276-26; AN ORDINANCE ESTABLISHING THE SOLID WASTE MANAGEMENT PLAN, STANDARDS AND RESPONSIBILITIES AND DECLARING AN EMERGENCY AND REPEALING ORDINANCE 269-25.**

Mayor Drake presented the first reading of Ordinance 276-26. Council reviewed corrections discussed during the work session, including replacing improperly displayed double letters, adding language directing the City Administrator to codify the ordinance and authorizing correction of scrivener's errors, and moving "or" from the end of item 3 to the end of item 4 in Section 16.A. No objections to the corrections were expressed.

Council President Gifford moved to adopt Ordinance 276-26 as corrected. Councilor Paul seconded the motion. Mayor Drake, Council President Gifford, and Councilors Paul and Lee voted in favor. Councilor Streicher voted against.

MO 092226-02

H. **SECOND READING OF ORDINANCE 276-26; AN ORDINANCE ESTABLISHING THE SOLID WASTE MANAGEMENT PLAN, STANDARDS AND RESPONSIBILITIES AND DECLARING AN EMERGENCY AND REPEALING ORDINANCE 269-25.**

Following the 4–1 vote, Council and staff determined that an emergency ordinance could not be enacted without unanimous support. Council agreed to a second reading at the October meeting.

I. **RESOLUTION 708-26; GRANTING AN EXCLUSIVE FRANCHISE TO PRIDE DISPOSAL COMPANY FOR SOLID WASTE COLLECTION AND TRANSPORT; AND FRANCHISE ACCEPTANCE.**

Mayor Drake asked whether the Pride Disposal franchise resolution also needed to be postponed because Ordinance 276-26 had not been enacted. City Administrator Parente confirmed that the resolution depended on the ordinance, and Council agreed to place it on the October agenda.

Councilor Streicher stated that he would change his vote on the second reading of Ordinance 276-26, so it could be adopted that evening, if changes to the unofficial municipal code on the City's website he had requested were made. Mayor Drake stated that the website changes were a separate topic.

J. **RESOLUTION 709-26; ADJUSTING SOLID WASTE DISPOSAL RATES FOR PRIDE DISPOSAL COMPANY.**

Pride Disposal President Leichner explained that the requested 3.375% rate increase, effective January 1, followed the increase approved by Tigard in June. Durham generally follows Tigard's rate review process, which includes review of Pride's annual financial reports and a methodology incorporating the Consumer Price Index. Council deferred the resolution until October because it refers to Ordinance 276-26. No motion was made.

K. **CWS REQUEST TO REMOVE 9 ASH TREES AT DURHAM PARK.**

City Administrator Parente explained that CWS requested permission to remove nine Oregon ash trees it may have planted near the trail in Durham Park. The trees were reported to be approximately 12 inches in diameter and located too close to the trail. CWS proposed paying for removal and replacement planting before emerald ash borer infestation made removal more difficult and expensive. City Administrator Parente clarified that the request covered nine trees under CWS's responsibility; other removals would require separate consideration.

Council discussed the threat to the City's ash trees, treatment costs, and potential grant funding to preserve significant mature trees. City Administrator Parente reported that the former City Arborist had recommended a broader strategy of removing some ash trees, treating others, and leaving others

untreated. Councilor Streicher supported the removal and replacement proposal and stated he prefers professional treatment services over using City staff time.

Mayor Drake and Councilor Lee emphasized obtaining arborist review and following a process consistent with the standards expected of private property owners. Council discussed public confidence, appropriate replacement species, and planting farther from the trail. Council agreed that staff should obtain an arborist's recommendation and clarify CWS's responsibilities and proposed next steps if removal was not approved. Councilor Paul asked about using the wood as firewood; City Administrator Parente advised against moving ash wood because of the risk of spreading the beetle and other pests.

L. **FIRST READING OF ORDINANCE 277-26; 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.**

Mayor Drake opened the public hearing on the Comcast franchise. No public testimony was offered, and the hearing was closed.

City Administrator Parente explained that the Metropolitan Area Communications Commission had negotiated and recommended the updated agreement. The ordinance would approve the new franchise language and repeal previous franchise ordinances. Councilor Paul described the extensive negotiations and the compromise establishing a 1.75% gross revenue provision between the parties' proposed percentages. He recommended accepting the negotiated agreement. Councilor Lee identified a duplicated Section 1 heading for correction.

Council reviewed the Charter's requirement for ordinance readings on two different days and discussed holding a special virtual meeting before October 27 to complete the second reading. Mayor Drake requested that City Administrator Parente coordinate scheduling individually with Council members if they meet prior to the next regular Council meeting.

Council President Gifford moved to approve Ordinance 277-26 as amended at its first reading by title only. Councilor Paul seconded the motion. The motion passed unanimously (5-0). Final enactment remained pending a second reading.

MO 092226-03

M. **PUBLIC HEARING ON RESOLUTION 7XX-26; ESTABLISHING BUILDING PERMIT FEES FOR THE CITY OF DURHAM, OREGON.**

Mayor Drake opened the public hearing on the proposed building permit fee schedule. No testimony was received, and the hearing was closed.

City Administrator Parente explained that the revisions would correct errors in the fee schedule adopted in May and align selected fees with Tualatin's adopted increases, which differed from the anticipated increases that informed the May fee schedule. He reported that the required advance notice and proposed schedule had been provided to the State Building Codes Division.

Council agreed to renumber Resolution 710-26 to Resolution 708-26 to maintain chronological numbering because the Pride Disposal resolutions had been deferred. Council President Gifford moved to approve the building permit fee resolution and Councilor Lee seconded. The motion passed unanimously (5-0).

MO 092226-04

Following the vote, Councilor Streicher returned to the Comcast franchise and proposed approving it by resolution, subject to attorney review, to avoid a special meeting. City Administrator Parente noted that a resolution could not repeal the existing ordinances and expressed concern about changing the action

from the noticed ordinance. Council retained the plan to hold a special meeting or hold the ordinance over until the October regular Council meeting.

N. **FINANCIAL REPORTS.**

Mayor Drake summarized the work session discussion of the July and August financial reports. Councilor Streicher had questioned $2,155 in legal expenses charged to the Street Fund. Staff said they will investigate whether an accounting adjustment was necessary. Council discussed restrictions on Street Fund expenditures and distinguished approval of payments already made from the review of their allocation among funds. Questions about mulch and bark chip expenditures would be revisited during the next budget process.

Council President Gifford moved to approve July vendor checks 17973–17998 totaling $111,704.69 and EFTs and payroll totaling $29,440.51, and August vendor checks 17999–18012 totaling $25,516.48 and EFTs and payroll totaling $20,138.53. Councilor Streicher seconded the motion. The motion passed unanimously (5-0).

MO 092226-05

O. **ADMINISTRATOR'S REPORT.**

City Administrator Parente reported that the tree grant application previously noted for just under $100,000 requires a 15% match. Planned expenditures for park and wooded property work will contribute to meeting the matching requirement.

City Administrator Parente introduced a division of planning responsibilities intended to prevent development applications from delaying internal City projects. Planner Laura LaRock would assist with Development Code updates, including housing changes supported by a State grant. Planners from the Mid-Willamette Valley Council of Governments will handle development applications. City Administrator Parente reported that Durham Estates had withdrawn its 26-lot development approval and related appeals. The 32-lot approval remained, but development conditions and platting requirements still needed to be completed before permit issuance and construction.

City Administrator Parente said Mayor Drake and Councilor Lee are the only two candidates for the two Council positions on the November ballot.

City Administrator Parente described a revised website proposal costing approximately $1,000 to build the site and $1,000 annually for four years for maintenance and hosting. The proposed site included accessibility features and notification capabilities. Councilor Lee requested clarification of the maintenance services and confirmation that staff could edit the site directly. Council also discussed City email accounts, two-factor authentication, and inexpensive dedicated devices to assist with City communications and records management.

City Administrator Parente reported that Administrative Assistant Bean has assumed additional accounting duties handled by Durham's previous City Accountant Merina + Co., while the Mid-Willamette Valley Council of Governments is now assisting with bank reconciliation and journal entry oversight. He also reported progress digitizing ordinances and preparing an ordinance index.

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

Mayor Drake asked about extending the City Hall lease, which was expected to expire in March. City Administrator Parente reported that he had requested an extension and continued discussions with the owner, including possible acquisition arrangements. No extension had yet been secured.

Q. **ADJOURN.**

Mayor Drake adjourned the meeting at 8:49 PM.

Approved:

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Joshua Drake, MAYOR

Attest:

_____

Jordan Parente, CITY ADMINISTRATOR/RECORDER

City of Durham
PLANNING COMMISSION MINUTES
October 13, 2026

A. **CALL TO ORDER.**

Planning Chair Susan Deeming opened the meeting at 7:03 PM at Durham City Hall.

B. **ROLL CALL.**

Commissioners present: Planning Chair Susan Deeming, Commissioners Patricia Saab, Krista Bailey, and Andrew Mast.

Commissioners absent: Vice Chair Matt Winkler & Commissioner Cheri Frazell.

Staff present: City Administrator Jordan Parente, Administrative Assistant Wyatt Bean, and City Planner Laura LaRoque.

C. **APPROVAL OF MEETING MINUTES.**

The Commission considered the July 14, 2026, Planning Commission meeting minutes. With no corrections offered, Commissioner Saab moved to approve the minutes as presented, and Commissioner Mast seconded the motion. The motion passed unanimously (4-0).

MO 101326-01

D. **PUBLIC FORUM.**

Chair Deeming opened the public forum. No members of the public were present, and no testimony was received. Chair Deeming closed the public forum.

E. **WELCOME TO LAURA LAROQUE WITH PATHFINDER LAND USE CONSULTING.**

Chair Deeming welcomed City Planner Laura LaRoque of Pathfinder Land Use Consulting. Commissioners introduced themselves and briefly discussed their backgrounds and experience serving the City. City Planner LaRoque described her professional background in municipal planning, private development, and consulting for smaller Oregon communities.

City Administrator Parente explained that the City's ongoing development projects had placed significant demands on planning resources. The City will utilize both Pathfinder Land Use Consulting and the Mid-Willamette Valley Council of Governments (MWVCOG) to provide planning services. City Planner LaRoque will primarily oversee the Development Code update and long-range planning, while MWVCOG planners will assist with current development applications.

F. **PRESENTATION BY LAURA LAROQUE: DEVELOPMENT CODE UPDATE & NEXT STEPS.**

City Planner LaRoque presented the results of a grant-funded Durham Development Code audit identifying amendments needed to comply with state housing legislation. The audit identified 36 items, including 19 currently effective requirements, eight taking effect January 1, 2027, and nine items to monitor for the future. She explained that state requirements remain enforceable even when local codes have not been updated, creating challenges for staff and applicants.

City Planner LaRoque reviewed legislation to streamline residential development approvals through reduced public notification, restricted appeal rights, and clear and objective standards. New provisions also allow administrative adjustments to setbacks, lot coverage, parking, open space, and other

development requirements. Chair Deeming questioned the limitations on these adjustments, which City Planner LaRoque explained vary by standard.

The Commission discussed exemptions from certain aesthetic design standards for residential developments of 20 or more units, although building and safety codes would remain applicable. City Planner LaRoque also explained expedited administrative procedures for qualifying rezoning applications, planned developments, and variances. Commissioner Mast questioned the approval requirements, while City Administrator Parente expressed concern that shortened review deadlines place additional burdens on municipalities, particularly when applicants delay submitting corrections.

City Planner LaRoque reviewed additional legislation addressing preschool uses at religious institutions, behavioral health facilities, manufactured housing, and expanded childcare opportunities. Manufactured homes must generally be treated similarly to site-built homes, while childcare facilities would be permitted in additional zoning districts. City Administrator Parente questioned potential impacts on an existing childcare facility subject to vehicle-trip restrictions.

The presentation addressed substantial middle housing changes, including allowing duplexes, triplexes, and quadplexes to consist of attached or detached units. Revised land division provisions would provide greater flexibility in lot configurations, setbacks, retaining existing dwellings, and combining accessory dwelling units with middle housing. City Administrator Parente questioned building separation requirements, and City Planner LaRoque clarified that original parcel setbacks generally remain applicable, while interior lot lines may have different requirements subject to building codes.

Additional changes restrict traffic impact analyses and transportation-related improvements for smaller middle housing developments while allowing bonus units that meet affordability or accessibility standards. Commissioner Mast inquired about the affordability requirements, which City Planner LaRoque explained are established by the state.

The Commission also discussed single-room occupancy (SRO) housing, which allows individual residential units to share common facilities. City Planner LaRoque explained that SRO housing would be permitted in qualifying residential zones under specified density and parking standards. Commissioner Mast expressed concern about increased density and reduced parking requirements in suburban communities with limited public transportation.

City Planner LaRoque reviewed forthcoming changes involving preapproved building plans, accessory dwelling units, cottage clusters, and potential restrictions on frontage improvement requirements. City Administrator Parente expressed concern that limiting required improvements can shift infrastructure costs to municipalities and compromise safety and accessibility.

Commissioner Mast suggested prioritizing amendments based on effective dates and the likelihood of particular housing types being developed in Durham. City Administrator Parente explained that most amendments are mandatory and emphasized that the City's existing Development Code lacks sufficiently detailed transportation and infrastructure standards. Without clear and objective requirements, the City may have limited authority to address development impacts.

Chair Deeming identified ambiguous Development Code language as a longstanding challenge. City Planner LaRoque explained that clear and objective standards could coexist with an optional discretionary approval process for alternative proposals.

The Commission discussed how reduced public notification and appeal rights could affect neighborhood awareness and participation. City Administrator Parente described difficulties informing residents about developments when state law limits public involvement. Commissioner Mast suggested

proactively communicating housing regulation changes through newsletters, website updates, and other outreach. City Planner LaRoque discussed approaches used by other cities, including online project information, email notifications, and educational materials. Commissioners emphasized distinguishing state mandates from local decisions.

The Commission also considered impacts on existing neighborhoods, larger residential lots, and planned developments. Chair Deeming questioned whether planned development regulations would require revision. City Planner LaRoque indicated that review procedures and outdated partition and subdivision provisions would be evaluated. City Administrator Parente raised concerns about flag lot developments and middle housing divisions proceeding without adequate street infrastructure. He emphasized preserving safety and neighborhood livability, and City Planner LaRoque agreed to evaluate clear and objective access standards.

City Planner LaRoque outlined the anticipated update process, beginning with revisions to permitted uses, application procedures, development standards, and definitions. Draft amendments would be prepared over the coming months, with additional work sessions, as needed. Public hearings before the Planning Commission and City Council would follow, with adoption anticipated by June 2027.

City Administrator Parente suggested an article in the January City newsletter to explain the proposed amendments and opportunities for public participation. Commissioner Mast supported proactive outreach. The Commission also discussed Durham's remaining development potential, particularly on larger residential properties, and the possibility that future housing growth could exceed regional forecasts.

G. **COMMISSIONER COMMENTS / REPORTS / STAFF UPDATES.**

City Administrator Parente reported that Durham Estates building permits are pending street improvements and finalization of the plat. He also discussed ongoing settlement negotiations concerning an unpermitted retaining wall within a public utility easement. He emphasized the need to preserve the easement for future utility installations and maintenance, noting the City's position that the wall should be relocated outside the easement.

City Administrator Parente reported an upcoming preapplication meeting for a long-vacant commercial property on SW Upper Boones Ferry Road. A prospective developer is exploring office development, although an adjacent property's existing use had consumed some of the available vehicle-trip capacity, impacting what can be built.

City Administrator Parente announced a Tualatin Soil and Water Conservation District grant for natural area restoration. The project would include invasive vegetation removal, native plantings, protective fencing for mitigating erosion, and Oregon ash tree management in anticipation of emerald ash borer. He noted that restored areas may initially appear sparse before new vegetation becomes established.

Staff reported that the fall newsletter had been distributed and seasonal leaf collection bins will return to Durham Park mid-November and early December. Commissioners complimented the newsletter's color printing, and staff noted that approximately 40 residents receive it electronically.

City Administrator Parente also announced a contract for a redesigned City website, intended to modernize the City's online presence and improve resident communication.

H. **NEXT REGULARLY SCHEDULED MEETING OF THE PLANNING COMMISSION.**

The next regular meeting of the Planning Commission is scheduled for November 10, 2026, at 7:00 p.m.

I. **ADJOURN.**

Chair Deeming adjourned the meeting at 8:33 PM.

Approved:

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Susan Deeming, Chair

Attest:

_____

Jordan Parente, City Administrator/Recorder

DRAFT

City of Durham
Treasury Report
as of September 30, 2026

Checking/Savings		
1110 Petty Cash	242.53	0.0%
1120 Checking	55,036.83	1.10%
1130 State Investment Pool	4,952,200.82	98.90%
Total Checking/Savings	**5,007,480.18**	**100.0%**
1400 Due (To)/From Other Funds		
10 - General Fund	815,120.71	16.28%
20 - Streets Fund	2,449,903.95	48.92%
22 - TDT Fund	559,698.81	11.18%
30 - Greenspaces Fund	-	0.0%
32 - Parks SDC Fund	240,867.60	4.81%
50 - Building Fund	941,889.11	18.81%
Total Cash & Cash Equivalents	**5,007,480.18**	**100.0%**

City of Durham, Oregon

Budget vs. Actuals: Budget_FY27_By_Fund - FY27 P&L Classes

July - September, 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	931.97		931.97		$931.97	$0.00	$931.97	0.00%
4130 Other Tax Revenue	29.27		29.27		$29.27	$0.00	$29.27	0.00%
Total 4100 Property Tax Revenue	**961.24**	**140,000.00**	**-139,038.76**	**0.69 %**	**$961.24**	**$140,000.00**	**$ -139,038.76**	**0.69 %**
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	274.92	1,000.00	-725.08	27.49 %	$274.92	$1,000.00	$ -725.08	27.49 %
4240 Liquor Tax	8,307.19	28,250.00	-19,942.81	29.41 %	$8,307.19	$28,250.00	$ -19,942.81	29.41 %
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%
Total 4200 Intergovernmental Revenue	**12,600.58**	**92,450.00**	**-79,849.42**	**13.63 %**	**$12,600.58**	**$92,450.00**	**$ -79,849.42**	**13.63 %**
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	274.37		274.37		$274.37	$0.00	$274.37	0.00%
4360 Cable Franchise Fees	2,539.23		2,539.23		$2,539.23	$0.00	$2,539.23	0.00%
Total 4300 Franchise Fees	**7,859.73**	**200,000.00**	**-192,140.27**	**3.93 %**	**$7,859.73**	**$200,000.00**	**$ -192,140.27**	**3.93 %**
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	8,432.50		8,432.50		$8,432.50	$0.00	$8,432.50	0.00%
Total 4410 Licenses	**8,432.50**		**8,432.50**		**$8,432.50**	**$0.00**	**$8,432.50**	**0.00%**
4430 Permits					$0.00	$0.00	$0.00	0.00%
4431 Building Permit (20%)	15,572.50	10,000.00	5,572.50	155.73 %	$15,572.50	$10,000.00	$5,572.50	155.73 %
4432 Tree Removal Permit	4,600.00		4,600.00		$4,600.00	$0.00	$4,600.00	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%
Total 4430 Permits	**21,397.50**	**10,000.00**	**11,397.50**	**213.98 %**	**$21,397.50**	**$10,000.00**	**$11,397.50**	**213.98 %**
4450 Fees					$0.00	$0.00	$0.00	0.00%
4451 Development Fees	600.00		600.00		$600.00	$0.00	$600.00	0.00%
Total 4450 Fees	**600.00**		**600.00**		**$600.00**	**$0.00**	**$600.00**	**0.00%**
Total 4400 Licenses, Permits, & Fees	**37,800.90**	**42,500.00**	**-4,699.10**	**88.94 %**	**$37,800.90**	**$42,500.00**	**$ -4,699.10**	**88.94 %**
4500 Administrative Fees		2,500.00	-2,500.00		$0.00	$2,500.00	$ -2,500.00	0.00%
4510 Lien Search Request	320.00		320.00		$320.00	$0.00	$320.00	0.00%
4520 Public Records Request	600.00		600.00		$600.00	$0.00	$600.00	0.00%
4530 10% Pass-Through Fee	1,739.35		1,739.35		$1,739.35	$0.00	$1,739.35	0.00%
4540 City Staff Time	2,027.08		2,027.08		$2,027.08	$0.00	$2,027.08	0.00%
Total 4500 Administrative Fees	**4,686.43**	**2,500.00**	**2,186.43**	**187.46 %**	**$4,686.43**	**$2,500.00**	**$2,186.43**	**187.46 %**
4800 Interest Income	10,244.32	38,000.00	-27,755.68	26.96 %	$10,244.32	$38,000.00	$ -27,755.68	26.96 %
Total Income	**$74,153.20**	**$1,335,478.00**	**$ -1,261,324.80**	**5.55 %**	**$74,153.20**	**$1,335,478.00**	**$ -1,261,324.80**	**5.55 %**
GROSS PROFIT	**$74,153.20**	**$1,335,478.00**	**$ -1,261,324.80**	**5.55 %**	**$74,153.20**	**$1,335,478.00**	**$ -1,261,324.80**	**5.55 %**
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	28,491.83	106,572.44	-78,080.61	26.73 %	$28,491.83	$106,572.44	$ -78,080.61	26.73 %
5120 Admin. Assistant	17,096.37	69,014.40	-51,918.03	24.77 %	$17,096.37	$69,014.40	$ -51,918.03	24.77 %
Total 5100 Salaries & Wages	**45,588.20**	**178,450.00**	**-132,861.80**	**25.55 %**	**$45,588.20**	**$178,450.00**	**$ -132,861.80**	**25.55 %**
5200 Payroll Taxes	4,080.70	18,000.00	-13,919.30	22.67 %	$4,080.70	$18,000.00	$ -13,919.30	22.67 %
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	13,592.65	58,335.00	-44,742.35	23.30 %	$13,592.65	$58,335.00	$ -44,742.35	23.30 %
5430 Med/Den/Vision Ins	3,340.43	21,165.00	-17,824.57	15.78 %	$3,340.43	$21,165.00	$ -17,824.57	15.78 %
Total 5400 Employee Benefits	**16,933.08**	**79,500.00**	**-62,566.92**	**21.30 %**	**$16,933.08**	**$79,500.00**	**$ -62,566.92**	**21.30 %**
Total 5000 Personnel Services	**67,699.70**	**276,450.00**	**-208,750.30**	**24.49 %**	**$67,699.70**	**$276,450.00**	**$ -208,750.30**	**24.49 %**
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	1,200.48	7,055.00	-5,854.52	17.02 %	$1,200.48	$7,055.00	$ -5,854.52	17.02 %
6150 Dues & Subscriptions	3,253.00	4,535.00	-1,282.00	71.73 %	$3,253.00	$4,535.00	$ -1,282.00	71.73 %
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 %
Total 6100 Operating Expense	**4,791.41**	**32,000.00**	**-27,208.59**	**14.97 %**	**$4,791.41**	**$32,000.00**	**$ -27,208.59**	**14.97 %**
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	3,300.00	14,500.00	-11,200.00	22.76 %	$3,300.00	$14,500.00	$ -11,200.00	22.76 %
6212 City Hall Utilities	1,265.04	6,000.00	-4,734.96	21.08 %	$1,265.04	$6,000.00	$ -4,734.96	21.08 %

	10 - GENERAL FUND				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6213 Security	133.38	1,000.00	-866.62	13.34 %	$133.38	$1,000.00	$ -866.62	13.34 %
6214 City Hall Maintenance & Repair	1.00	1,550.00	-1,549.00	0.06 %	$1.00	$1,550.00	$ -1,549.00	0.06 %
Total 6210 City Hall	**4,699.42**	**23,050.00**	**-18,350.58**	**20.39 %**	**$4,699.42**	**$23,050.00**	**$ -18,350.58**	**20.39 %**
6220 Park Utilities & Maintenance					$0.00	$0.00	$0.00	0.00%
6221 Park Maintenance	21,524.52	35,000.00	-13,475.48	61.50 %	$21,524.52	$35,000.00	$ -13,475.48	61.50 %
6222 Park Utilities	324.69	2,000.00	-1,675.31	16.23 %	$324.69	$2,000.00	$ -1,675.31	16.23 %
Total 6220 Park Utilities & Maintenance	**21,849.21**	**37,000.00**	**-15,150.79**	**59.05 %**	**$21,849.21**	**$37,000.00**	**$ -15,150.79**	**59.05 %**
Total 6200 Facilities	**26,548.63**	**60,050.00**	**-33,501.37**	**44.21 %**	**$26,548.63**	**$60,050.00**	**$ -33,501.37**	**44.21 %**
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	1,397.75	8,000.00	-6,602.25	17.47 %	$1,397.75	$8,000.00	$ -6,602.25	17.47 %
6313 Payroll Fees	312.00	650.00	-338.00	48.00 %	$312.00	$650.00	$ -338.00	48.00 %
Total 6310 Accounting	**7,049.75**	**25,000.00**	**-17,950.25**	**28.20 %**	**$7,049.75**	**$25,000.00**	**$ -17,950.25**	**28.20 %**
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	3,299.40	14,250.00	-10,950.60	23.15 %	$3,299.40	$14,250.00	$ -10,950.60	23.15 %
6380 IT Services	660.00	12,500.00	-11,840.00	5.28 %	$660.00	$12,500.00	$ -11,840.00	5.28 %
6390 Other Contract Services		3,500.00	-3,500.00		$0.00	$3,500.00	$ -3,500.00	0.00%
Total 6300 Contract Services	**63,982.13**	**383,250.00**	**-319,267.87**	**16.69 %**	**$63,982.13**	**$383,250.00**	**$ -319,267.87**	**16.69 %**
6400 Travel & Training					$0.00	$0.00	$0.00	0.00%
6410 Vehicle Expense	526.98	850.00	-323.02	62.00 %	$526.98	$850.00	$ -323.02	62.00 %
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 %
Total 6400 Travel & Training	**1,359.45**	**4,000.00**	**-2,640.55**	**33.99 %**	**$1,359.45**	**$4,000.00**	**$ -2,640.55**	**33.99 %**
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%
Total 6500 Insurance	**6,901.21**	**6,500.00**	**401.21**	**106.17 %**	**$6,901.21**	**$6,500.00**	**$401.21**	**106.17 %**
6700 Donations & Contributions	1,200.00	1,700.00	-500.00	70.59 %	$1,200.00	$1,700.00	$ -500.00	70.59 %
Total 6000 Materials & Services	**104,782.83**	**487,500.00**	**-382,717.17**	**21.49 %**	**$104,782.83**	**$487,500.00**	**$ -382,717.17**	**21.49 %**
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 %
Total 8100 Transfers	**60,986.34**	**60,950.00**	**36.34**	**100.06 %**	**$60,986.34**	**$60,950.00**	**$36.34**	**100.06 %**
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%
Total Expenses	**$233,468.87**	**$862,400.00**	**$ -628,931.13**	**27.07 %**	**$233,468.87**	**$862,400.00**	**$ -628,931.13**	**27.07 %**
NET OPERATING INCOME	**$ -159,315.67**	**$473,078.00**	**$ -632,393.67**	**-33.68 %**	**$ -159,315.67**	**$473,078.00**	**$ -632,393.67**	**-33.68 %**
Other Income								
9100 Pass Through Revenue					$0.00	$0.00	$0.00	0.00%
9110 State Surcharge	5,401.43		5,401.43		$5,401.43	$0.00	$5,401.43	0.00%
9130 Planning Pass Through	6,995.00		6,995.00		$6,995.00	$0.00	$6,995.00	0.00%
9150 Engineering Pass Through	6,252.50		6,252.50		$6,252.50	$0.00	$6,252.50	0.00%
9160 Metro CET Pass Through	5,807.61		5,807.61		$5,807.61	$0.00	$5,807.61	0.00%
9170 TTSD CET Pass Through	43,511.50		43,511.50		$43,511.50	$0.00	$43,511.50	0.00%
9180 Legal Pass Through	4,246.00		4,246.00		$4,246.00	$0.00	$4,246.00	0.00%
Total 9100 Pass Through Revenue	**72,214.04**		**72,214.04**		**$72,214.04**	**$0.00**	**$72,214.04**	**0.00%**
9200 BP Revenue					$0.00	$0.00	$0.00	0.00%
9210 BP Building Permit	21,359.10		21,359.10		$21,359.10	$0.00	$21,359.10	0.00%
9220 BP Plan Review	24,983.60		24,983.60		$24,983.60	$0.00	$24,983.60	0.00%
9230 BP Mechanical Permit	12,821.71		12,821.71		$12,821.71	$0.00	$12,821.71	0.00%
9240 BP Plumbing Permit	18,698.09		18,698.09		$18,698.09	$0.00	$18,698.09	0.00%
Total 9200 BP Revenue	**77,862.50**		**77,862.50**		**$77,862.50**	**$0.00**	**$77,862.50**	**0.00%**
Total Other Income	**$150,076.54**	**$0.00**	**$150,076.54**	**0.00%**	**$150,076.54**	**$0.00**	**$150,076.54**	**0.00%**
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%
Total 9300 Pass Through Expense	**28,301.52**		**28,301.52**		**$28,301.52**	**$0.00**	**$28,301.52**	**0.00%**
9400 BP Expense					$0.00	$0.00	$0.00	0.00%
9420 BP Expense - 20% to City	15,572.50		15,572.50		$15,572.50	$0.00	$15,572.50	0.00%
Total 9400 BP Expense	**15,572.50**		**15,572.50**		**$15,572.50**	**$0.00**	**$15,572.50**	**0.00%**
Total Other Expenses	**$43,874.02**	**$0.00**	**$43,874.02**	**0.00%**	**$43,874.02**	**$0.00**	**$43,874.02**	**0.00%**

	10 - GENERAL FUND				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
NET OTHER INCOME	**$106,202.52**	**$0.00**	**$106,202.52**	**0.00%**	**$106,202.52**	**$0.00**	**$106,202.52**	**0.00%**
NET INCOME	**$ -53,113.15**	**$473,078.00**	**$ -526,191.15**	**-11.23 %**	**$ -53,113.15**	**$473,078.00**	**$ -526,191.15**	**-11.23 %**

City of Durham, Oregon

Budget vs. Actuals: Budget_FY27_By_Fund - FY27 P&L Classes

July - September, 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	38,140.54	150,000.00	-111,859.46	25.43 %	$38,140.54	$150,000.00	$ -111,859.46	25.43 %
4270 Vehicle Registration	8,547.68	25,000.00	-16,452.32	34.19 %	$8,547.68	$25,000.00	$ -16,452.32	34.19 %
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%
Total 4280 Grant Revenues		**250,000.00**	**-250,000.00**		**$0.00**	**$250,000.00**	**$ -250,000.00**	**0.00%**
Total 4200 Intergovernmental Revenue	**46,688.22**	**425,000.00**	**-378,311.78**	**10.99 %**	**$46,688.22**	**$425,000.00**	**$ -378,311.78**	**10.99 %**
4800 Interest Income	24,205.46	67,500.00	-43,294.54	35.86 %	$24,205.46	$67,500.00	$ -43,294.54	35.86 %
Total Income	**$70,893.68**	**$2,892,500.00**	**$ -2,821,606.32**	**2.45 %**	**$70,893.68**	**$2,892,500.00**	**$ -2,821,606.32**	**2.45 %**
GROSS PROFIT	**$70,893.68**	**$2,892,500.00**	**$ -2,821,606.32**	**2.45 %**	**$70,893.68**	**$2,892,500.00**	**$ -2,821,606.32**	**2.45 %**
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%
Total 6130 Street Supplies		**25,000.00**	**-25,000.00**		**$0.00**	**$25,000.00**	**$ -25,000.00**	**0.00%**
Total 6100 Operating Expense		**25,000.00**	**-25,000.00**		**$0.00**	**$25,000.00**	**$ -25,000.00**	**0.00%**
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	3,392.65	25,000.00	-21,607.35	13.57 %	$3,392.65	$25,000.00	$ -21,607.35	13.57 %
6255 Bike Paths & Sidewalk Maint/Repair	5,540.00	50,000.00	-44,460.00	11.08 %	$5,540.00	$50,000.00	$ -44,460.00	11.08 %
Total 6250 Street Fund	**9,132.65**	**355,000.00**	**-345,867.35**	**2.57 %**	**$9,132.65**	**$355,000.00**	**$ -345,867.35**	**2.57 %**
Total 6200 Facilities	**9,132.65**	**355,000.00**	**-345,867.35**	**2.57 %**	**$9,132.65**	**$355,000.00**	**$ -345,867.35**	**2.57 %**
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	668.50		668.50		$668.50	$0.00	$668.50	0.00%
Total 6310 Accounting	**4,228.50**		**4,228.50**		**$4,228.50**	**$0.00**	**$4,228.50**	**0.00%**
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%
Total 6300 Contract Services	**6,908.50**	**150,000.00**	**-143,091.50**	**4.61 %**	**$6,908.50**	**$150,000.00**	**$ -143,091.50**	**4.61 %**
Total 6000 Materials & Services	**16,041.15**	**530,000.00**	**-513,958.85**	**3.03 %**	**$16,041.15**	**$530,000.00**	**$ -513,958.85**	**3.03 %**
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 %
Total 8100 Transfers	**88,500.00**	**88,500.00**	**0.00**	**100.00 %**	**$88,500.00**	**$88,500.00**	**$0.00**	**100.00 %**
8900 Contingency (Budget)		50,000.00	-50,000.00		$0.00	$50,000.00	$ -50,000.00	0.00%
Total Expenses	**$104,541.15**	**$718,500.00**	**$ -613,958.85**	**14.55 %**	**$104,541.15**	**$718,500.00**	**$ -613,958.85**	**14.55 %**
NET OPERATING INCOME	**$ -33,647.47**	**$2,174,000.00**	**$ -2,207,647.47**	**-1.55 %**	**$ -33,647.47**	**$2,174,000.00**	**$ -2,207,647.47**	**-1.55 %**
NET INCOME	**$ -33,647.47**	**$2,174,000.00**	**$ -2,207,647.47**	**-1.55 %**	**$ -33,647.47**	**$2,174,000.00**	**$ -2,207,647.47**	**-1.55 %**

City of Durham, Oregon

Checking Account Detail - Prior Month - Council

September 2026

Distribution account	Num	Transaction date	Name	Description	Amount
Expense					
1120 Checking	EFT	09/02/2026	NW Natural Gas	Monthly City Hall Gas Bill - Autopay	-32.37
1120 Checking	EFT	09/02/2026	PGE	Monthly City Hall Electric Bill	-109.02
1120 Checking	EFT	09/02/2026	PGE	Monthly Arkenstone Park Electric Bill	-25.70
1120 Checking	EFT	09/02/2026	PGE	Monthly Heron Grove Path Electric Bill	-28.18
1120 Checking	Debit 2026.09.02	09/02/2026	Pride Recycling Company	2 Bulbs (4ft and under)	-1.00
1120 Checking	INV17216448	09/03/2026	Gusto	August 2026 Monthly Payroll Fees	-104.00
1120 Checking	EFT	09/08/2026	Ziply Fiber	Sept 2026 Monthly City Phones	-251.72
1120 Checking	EFT	09/09/2026	CIS - Employee Benefits	September 2026 Employee Benefits Autopay	-1,169.24
1120 Checking	EFT	09/09/2026	Clean Water Services	Bi-Monthly CWS Bill - July/August 2026	-82.81
1120 Checking	EFT - Pension	09/14/2026	PERS	PERS Pension for 08/21 - 09/05/2026 Employer Statement	-1,577.03
1120 Checking	EFT - IAP	09/14/2026	PERS	PERS IAP for 08/21 - 09/05/2026 Employer Statement	-393.60
1120 Checking	EFT	09/15/2026	Turboscribe	September 2026 Monthly Turboscribe Subscription	-20.00
1120 Checking	EFT	09/17/2026	T-Mobile	September 2026 CA Monthly Cell Phone Bill	-36.65
1120 Checking	CE923226-0023	09/18/2026	Chat GPT - Open AI	September 2026 ChatGPT Monthly Subscription	-20.00
1120 Checking	EFT - IAP	09/25/2026	PERS	PERS IAP for 09/06 - 09/20/2026 Employer Statement	-395.59
1120 Checking	EFT - Pension	09/25/2026	PERS	PERS Pension for 09/06 - 09/20/2026 Employer Statement	-1,584.96
1120 Checking	10001532564300	09/27/2026	Intuit Quickbooks	September 2026 QuickBooks Online Monthly Fees	-140.00
Total for Expense					**-$5,971.87**
Bill Payment (Check)					
1120 Checking	18014	09/02/2026	Alexonet	August 2026 IT Services and Microsoft Subscription	-302.80
1120 Checking	18015	09/02/2026	Wyatt Bean	August 2026 Expenses	-3.80
1120 Checking	18016	09/02/2026	Jordan D. Parente	August 2026 Expenses	-13.68
1120 Checking	18017	09/02/2026	Hager Handyman Service	August 2026 City Maintenance	-2,150.00
1120 Checking	18018	09/04/2026	PGE	Account #******0000	-1,121.41
1120 Checking	18019	09/09/2026	Chorus, LLC	2026-2027 Website Hosting	-240.00
1120 Checking	18020	09/09/2026	Securitas Technology	Site ID #2200148516 - 10/01- 12/31/26	-133.38
1120 Checking	18021	09/14/2026	Washington Co. Consolidated Communication	Q2 Fees for FY 26/27 - Account #00023	-3,299.40
1120 Checking	18022	09/15/2026	Mid-Willamette Valley Council of Governments	August 2026 Accounting Services	-320.00
1120 Checking	18023	09/18/2026	American Sani-Can	October 2026 Durham Park Seasonal Restroom	-226.84
1120 Checking	18024	09/21/2026	T. Olson Properties	City Hall Rent	-1,100.00
1120 Checking	18025	09/30/2026	GISI Marketing Group	Fall 2026 Newsletter Printing & Postage	-1,200.48
Total for Bill Payment (Check)					**-$10,111.79**

City of Durham, Oregon

Checking Account Detail - Prior Month - Council
September 2026

Distribution account	Num	Transaction date	Name	Description	Amount
Journal Entry					
1120 Checking	FY27-09.11.26-Payroll	09/11/2026		09/11/2026 Net Pay	-4,657.10
1120 Checking	FY27-09.11.26-Payroll	09/11/2026		09/11/2026 Taxes	-2,495.27
1120 Checking	FY27-09.25.26-Payroll	09/25/2026		09/25/2026 Net Pay	-4,642.73
1120 Checking	FY27-09.25.26-Payroll	09/25/2026		09/25/2026 Taxes	-2,488.31
Total for Journal Entry					**-$14,283.41**
TOTAL					**-$30,367.07**

$10,111.79 + $14,283.41 = $24,395.20

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

MEMORANDUM

Date: September 1, 2026

To: City Accountant & Auditor

From: Wyatt Bean (Administrative Assistant)

Re: Voided Check #18013

Please note that Check #18013 has been voided. The check was inserted into the printer in preparation for printing the check for Alexonet Invoice #3557. However, due to an error, the certificate of occupancy for Durham Heights Lot 17 (16414 SW Cambridge Ln) was accidentally printed on the check instead.

The check has been voided and should not be used or processed. A Check #18014 will be used for the payment of Alexonet Invoice #3557.

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 directed to codify Exhibit "A" and correct any scrivener's errors that may be found 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 a ect other provisions that can be given e ect 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 e ect immediately upon being passed and adopted by the City Council.

PASSED AND ADOPTED by the City of Durham, Oregon, this 27th 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

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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. O ensive 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 o icers.
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 su icient 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;

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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 tra ic, street wear, air pollution, and noise;
9. Provided 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, o er 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, o ensive 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 e ective 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

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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 of 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. E ective 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:

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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 su icient 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 a ected 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 15th.

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 15th, 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 31st.
2. The City Administrator shall report to the council by April 1st 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 31st, and the adjustment shall take e ect June 1st. 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 e ective 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 di erent rates for collectors where there is a service and cost justification.
J. Until changed by the Council, rates to be charged are those in e ect on the e ective 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. O ensive wastes prohibited.

A. No person shall have wastes on property that is o ensive or hazardous to the health or safety of others or which creates o ensive 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;
4. Ninety-day written notice is given to the City Council and to a ected customers and written approval is obtained from the City Council; or
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 o ice 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 o icers.

A. The City Administrator or duly authorized representative shall enforce the provisions of this ordinance, and the City's agents, including police o icers and other employees so designated, may enter a ected 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 pursuance 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.

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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.

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City of Durham, Oregon

RESOLUTION NO. 709-26

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:

Section 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.

Section 2. Area. The area of the franchise shall be the entire city limits of the City of Durham, Oregon.

Section 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 27th day of October 2026.

CITY OF DURHAM
BY:

_____
Joshua Drake, Mayor

ATTEST:

_____
Jordan Parente, City Administrator / Recorder

DRAFT

City of Durham, Oregon

RESOLUTION NO. 710-26
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 709-26, 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 29th, 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:

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 1st, 2027.

PASSED AND ADOPTED by the City of Durham, Washington County, Oregon this 27th day of October 2026.

CITY OF DURHAM
BY:

_____
Joshua Drake, Mayor

ATTEST:

_____
Jordan Parente, City Administrator/Recorder

Residential	Current 9/1/25	**Proposed 1/1/27**
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
Special Services		
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

Recycle +	Current 9/1/25	**Proposed 1/1/27**
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

Commercial Container Rates	Current 9/1/25 Weekly pick up frequency					**Proposed 1/1/27 Weekly pick up frequency**				
Container Size	**1x**	**2x**	**3x**	**4x**	**5x**	**1x**	**2x**	**3x**	**4x**	**5x**
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
Compacted Container Rates	Current 9/1/25 Weekly pick up frequency					**Proposed 1/1/27 Weekly pick up frequency**				
Container Size	**1x**	**2x**	**3x**	**4x**	**5x**	**1x**	**2x**	**3x**	**4x**	**5x**
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 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
Compacted			
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

Medical Waste Rates	Current 9/1/25	**Proposed 1/1/27**
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

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 2. 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 3. 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

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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 4. 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 5. 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 6. This Ordinance shall take effect immediately upon its enactment.

PASSED AND ADOPTED by the City of Durham, Oregon, this 27th 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

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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 68th Parkway
Tigard, OR 97223

With a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th 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: _____

TELEPHONE ANSWERING ACTIVITY	1" Qtr Total	2°" Qtr Total	3rn Qtr Total	4m Qtr Total
TOTAL CALLS ANS'D W/IN 30 SECS.				
AVERAGE HOLD TIME (measured **in** seconds)				
% ANS W/IN 30 SECS.				
%ABANDONED				
% LINES AVAILABLE				
SUBSCRIBERS				
TOTAL SUBSCRIBERS				
TOTAL DISCO's				
TECH DISCO's				
NON-PAY DISCO's				
TECHNICAL ACTIVITY				
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
GRAND TOTAL						

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 ORIGINATION 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

COMCAST
BUSINESS

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 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 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, Oregon

RESOLUTION NO. 711-26

A RESOLUTION OF THE DURHAM CITY COUNCIL APPROVING PARTICIPATION IN THE MANAGING OREGON RESOURCES EFFICIENTLY (MORE) INTERGOVERNMENTAL AGREEMENT AND AUTHORIZAING ITS EXECUTION

WHEREAS, the City of Durham is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010; and

WHEREAS, the Managing Oregon Resources Efficiently Intergovernmental Agreement (MORE-IGA) establishes procedures for participating Oregon public entities to share equipment, materials, resources, and services for public works, transportation, engineering, construction, operations, maintenance, emergency management, and related activities; and

WHEREAS, participation in the MORE-IGA will provide the City with opportunities to obtain needed resources and services through cooperation with other public entities, promoting the efficient and cost-effective use of public resources; and

WHEREAS, the MORE-IGA allows participating entities to decline requests for resources or services and to terminate participation upon thirty days' written notice;

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

1. **Section 1. Approval and Authorization.**
   Durham City Council approves the City's participation in the MORE-IGA, attached as Exhibit A and incorporated by reference. The Mayor and City Administrator are authorized to execute the Agreement on behalf of the City.
2. **Section 2. Expenditures.**
   Expenditures under the Agreement are authorized only to the extent funds have been appropriated in the City budget and shall comply with applicable City purchasing and contracting requirements.
3. **Section 3. Authorization to Proceed.**
   This resolution shall take effect immediately upon its adoption by the Council.

PASSED AND ADOPTED by the City of Durham, Washington County, Oregon this 27th day of October 2026.

CITY OF DURHAM
BY:

_____
Joshua Drake, Mayor

ATTEST:

_____
Jordan Parente, City Administrator / Recorder

DRAFT

MANAGING OREGON RESOURCES EFFICIENTLY {**MORE**}

INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} ("**AGREEMENT**").

WHEREAS:

1. Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another PARTY for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and

2. The PARTIES agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and

3. The PARTIES desire to enter into this AGREEMENT to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The PARTIES shall make available to each other vehicles, equipment, machinery, materials, related items ("**EQUIPMENT OR MATERIALS**") and/or services in the manner and on the terms and conditions provided herein. The PARTY supplying the services or the EQUIPMENT OR MATERIALS shall be designated as the "**PROVIDER**" herein. The PARTY receiving the services or assuming the use of EQUIPMENT OR MATERIALS shall be designated as the "**USER**" herein.

2. A cost estimate for specific services will be supplied by the PROVIDER at the request of the USER. Service PROVIDERS shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to USER. Unless other arrangements are agreed upon by the PARTIES, PROVIDER'S invoices will be paid by USERS in full within thirty (30) days of billing.

3. EQUIPMENT OR MATERIALS and/or services shall be provided upon reasonable request at mutually convenient times and locations. The PROVIDER retains the right to refuse to honor a request if the EQUIPMENT OR MATERIALS are needed for other purposes, if providing the EQUIPMENT OR MATERIALS would be unduly inconvenient, or if for any other reason, the PROVIDER determines in good faith that it is not in its best interest to provide a particular item at the requested time. EQUIPMENT OR MATERIALS shall be returned immediately at PROVIDER'S request.

4. The USER receiving the EQUIPMENT OR MATERIALS shall take proper precaution in its operation, storage and maintenance. EQUIPMENT OR MATERIALS shall be used only for its intended purpose. The USER shall permit the EQUIPMENT OR MATERIALS to be used only by properly trained, properly licensed, and supervised operators. The USER shall be responsible for EQUIPMENT OR MATERIALS repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The USER shall not be responsible for scheduled preventive maintenance (**P.M.**) unless EQUIPMENT OR MATERIALS hours used exceeds the P.M. schedule periods and has been agreed by the PROVIDER. The USER shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of EQUIPMENT OR MATERIALS (i.e., fluid checks, lubricating, etc.) during the period in which the EQUIPMENT OR MATERIALS is in USER'S possession.

5. PROVIDER shall endeavor to provide EQUIPMENT OR MATERIALS in good working order and to inform USER of any information reasonably necessary for the proper operation of the EQUIPMENT OR MATERIALS. The EQUIPMENT OR MATERIALS are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. USER shall be solely responsible for selecting the proper EQUIPMENT OR MATERIALS for its needs and inspecting EQUIPMENT OR MATERIALS prior to use. It is acknowledged by the PARTIES that the PROVIDER is not in the

business of selling, leasing, renting or otherwise providing EQUIPMENT OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.

7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.

8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.

9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.

10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.

11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.

12. Any **OREGON PUBLIC ENTITY** may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the **CONTRACT ADMINISTRATOR**. The current CONTRACT ADMINISTRATOR is:

Scott Wilson, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129 E-mail: SWWilson@co.marion.or.us

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

Final MORE-IGA narrative revision date: **March 5, 2013** *(no changes or additions are allowed to the above)*

MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

IN THE WITNESS WHEREOF, the PUBLIC ENTITY _____ (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____	_____	_____
Signature of Officer	Date	Officer's title
_____	_____	_____
Signature of Officer	Date	Officer's title
_____	_____	_____
Signature of Counsel	Date	Counsel's title

Name & title of the **AGENCY'S IGA OVERSEER**: _____

Address: _____

_____

Office Phone: _____ Cell Phone: _____

E-mail: _____

Optional: Name & title of Agency's 2nd Contact: _____

Office Phone: _____ Cell Phone: _____

E-mail: _____

1. Mail the **original signed MORE-IGA SIGNATURE PAGE** (this page – *actual hard copy page*) to:
   Scott Wilson, CONTRACT ADMINISTRATOR for distribution to member agencies.
   Marion County, 5155 Silverton Road NE, Salem, Oregon 97305 E-mail: SWWilson@co.marion.or.us
   Telephone: 503.365.3129 MORE-IGA web site: http://www.co.Marion.or.us/PW/Roads/MORE
2. Retain a 2nd **original signed MORE-IGA SIGNATURE PAGE** for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' **MORE-IGA SIGNATURE PAGES** for your agency's records from the above MORE-IGA web site.

INSTRUCTIONS FOR THE MORE-IGA

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

*"Doing **MORE** with less!"*

The following is directed to officials of local and state governments that may want to participate in the accompanying **MORE-IGA** [AGREEMENT]. There are four pages to the MORE-IGA:

- The MORE-IGA narrative – pages 1-2
- **MORE-IGA SIGNATURE PAGE** – page 3
- **INSTRUCTIONS FOR THE MORE-IGA** (this page) – page 4

a. The purpose of the MORE-IGA is for to exchange EQUIPMENT OR MATERIALS or services between OREGON PUBLIC ENTITIES.

b. All PARTIES, who sign the AGREEMENT, must honor the AGREEMENT entirely.

c. Each PUBLIC ENTITIES shall identify an AGENCY'S IGA OVERSEER which will process, file and will receive and maintain IGA documents.

d. Scott Wilson of Marion County has agreed to act as the CONTRACT ADMINISTRATOR. The CONTRACT ADMINISTRATOR will notify all the AGENCY'S IGA OVERSEERS for all PARTIES. The CONTRACT ADMINISTRATOR will not resolve any disputes of the AGREEMENT PARTIES, nor would Marion County or its employees be liable for any damages sought between any two other PARTIES.

e. Each new PARTY shall execute the **MORE-IGA SIGNATURE PAGE** in two original sets: One shall be filed with the CONTRACT ADMINISTRATOR for approval, filing and distribution, and the second for the PARTY entity's records.

f. Each AGENCY'S IGA OVERSEER will receive digital copies of the **MORE-IGA SIGNATURE PAGE** from the web site: http://www.co.Marion.or.us/PW/Roads/MORE for their records. The CONTRACT ADMINISTRATOR will directly inform the AGENCY'S IGA OVERSEERS of new Agencies signers by e-mail.

g. After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of equipment, materials, resources, and services. There is no need to coordinate requests amongst other PARTIES or with the CONTRACT ADMINISTRATOR.

h. It is important to note paragraph 3 (page 1): "The PROVIDER retains the right to refuse to honor a request".

i. The CONTRACT ADMINISTRATOR maintains two-e-mail lists: 1) Each PUBLIC ENTITIES' AGENCY'S IGA OVERSEERS; 2) other PUBLIC ENTITIES' staff that want to be informed of MORE members' news, announcements, and activities. MORE members will schedule and host meetings 3-times a year to discuss joint issues.

j. An optional 2nd agency contact person can identify on the **MORE-IGA SIGNATURE PAGE** which will also receive direct ongoing correspondence of MORE's activities or of its members.

k. The IGA, list of PUBLIC ENTITIES with agencies' contacts, digital file copies of **MORE-IGA SIGNATURE PAGES,** meeting announcements, and members' news are found on http://www.co.Marion.or.us/PW/Roads/MORE

Questions or concerns may be addressed to:

Scott Wilson, CONTRACT ADMINISTRATOR
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129 E-mail: SWWilson@co.marion.or.us

History: An original joint agency IGA for shared services was originally signed by Multnomah County, the City of Gresham and Oregon Department of Transportation in 1996. By the provision of a 1999 ADDENDUM, other parties agreed to sign the agreement. The IGA was revised in July 2002 and was named PMAT-IGA (PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT) with 33-signing agencies. In February 2013 the MORE-IGA, with a more statewide focus, was crafted in tandem to eventually replaced PMAT-IGA.

A second ODOT IGA (OMAT), which allows agencies work with ODOT, can be obtained by contacting:

Rita Gill, OMAT Administrator, Oregon Department of Transportation, Region 1-Contracts & Agreements Unit;
123 NW Flanders Street, Portland, OR 97209-4012;
Telephone: 503-731-8548; e-mail: Syreeta.Gill@ODOT.state.or.us

City of Durham, Oregon

RESOLUTION NO. 712-26

A RESOLUTION OF THE DURHAM CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND CLEAN WATER SERVICES FOR STORMWATER AND SANITARY SEWER SERVICES

WHEREAS, Durham City Council wishes to enter an Intergovernmental Agreement with Clean Water Services for the provision of stormwater and sanitary sewer services; and

WHEREAS, the Parties are local governments authorized to enter into intergovernmental agreements pursuant to ORS 190.010.

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

1. **Section 1. Authorization.**
   The City Council hereby approves the Intergovernmental Agreement with Clean Water Services for the provision of stormwater and sanitary sewer services, attached as Exhibit "A", including its Appendix "A", and incorporated by reference.
2. **Section 2. Execution and Implementation.**
   The City Administrator is hereby authorized to execute the Intergovernmental Agreement on behalf of the City of Durham and take administrative actions reasonably necessary to implement it. Before execution, the City Administrator may approve non-substantive corrections, subject to City Attorney approval as to form. Any substantive change to the Intergovernmental Agreement approved by this resolution requires further City Council approval.
3. **Section 3. Effective Date.**
   This resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND ADOPTED by the City of Durham, Washington County, Oregon this 27th day of October 2026.

CITY OF DURHAM
BY:

_____
Joshua Drake, Mayor

ATTEST:

_____
Jordan Parente, City Administrator / Recorder

DRAFT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND CLEAN WATER SERVICES REGARDING COOPERATIVE MANAGEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is effective upon execution by both Parties between the **City of Durham**, a municipal corporation within the State of Oregon ("City"), and **Clean Water Services** ("District"), a county service district within the State of Oregon organized under Oregon Revised Statutes (ORS) Chapter 451 (together referred to as the "Parties"). This Agreement replaces the July 2, 2021, Cooperative Management Agreement between the City and the District

RECITALS

A. The District has the legal authority for the Sanitary Sewer System and Stormwater and Surface Water System within its service boundaries consistent with relevant laws, rules, and agreements.

B. The District is permitted under the integrated watershed-based National Pollutant Discharge Elimination System (NPDES) permit (Permit) that covers discharges from four Water Resource Recovery Facilities and the Municipal Separate Storm Sewer System (MS4) (as defined in the Permit), as well as sanitary and Stormwater conveyances within the urbanized portion of the District's service area.

C. The District owns, operates, maintains, and manages the local and regional Sanitary Sewer System and Stormwater and Surface Water System as outlined in the Agreement and Appendix A. It is anticipated that this Agreement may periodically require updating or modification by agreement of the parties as described in Section XI and Section X.

D. The City and District entered into a July 2, 2021 agreement for cooperative management of sanitary sewer and storm and surface water services. The Parties intend this Agreement to replace that July 2, 2021 agreement, while preserving the rights, liabilities, and continuing obligations established in other agreements between the Parties.

E. The City and District recognize the Agreement describes a continued relationship. As such both parties anticipate that the City and District will continue to strengthen their relationship, find efficiencies in the work they collectively conduct, and will identify and resolve new issues that may be added to the Agreement, as appropriate.

F. As a municipal corporation within the District's service boundaries, the City is a Co-Implementer of the Permit and it must aid in the implementation of the Permit as requested, consistent with this Agreement and to the City's best ability.

G. The City will perform those Permit implementation responsibilities expressly assigned to the City in this Agreement and Appendix A. Nothing in this Agreement creates an independent City duty to inspect, monitor, operate, maintain, or report upon a District-owned system except as expressly stated.

H. The District and the City have enjoyed a strong and effective partnership that has greatly enhanced the protection of public health and the environment. In the spirit of collaboration and partnership, the Parties agree to work jointly toward compliance with the Permit, understanding that both agencies share goals of supporting development while achieving regulatory compliance, protecting public health and employee safety, and protecting and restoring the natural environment.

I. The District owns and is responsible for all the public Stormwater infrastructure within the incorporated limits of the City including infrastructure located within the public Right-of-Way, except Stormwater infrastructure within Oregon Department of Transportation's (ODOT) Right-of-Way which is the responsibility of ODOT including tracts, parcels, property, and Easements (granted to District or City) unless otherwise mutually agreed by way of a separate written agreement, or in Appendix A.

J. The City and District have authority to enter into contracts for the cooperative financing and operation of service facilities under ORS 451.560 and ORS Chapter 190.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties, it is agreed as follows:

I. DEFINITIONS

This section defines terms that are commonly used throughout the Agreement. Terms defined herein will be capitalized throughout the document.

A. 1200-C, 1200-CN: Refers to the 1200-C Construction Stormwater Series National Pollutant Discharge Elimination System General Permits issued by the Oregon Department of Environmental Quality (DEQ) for the control of Stormwater associated with construction activities.

B. 1200-Z: Refers to the 1200-Z Industrial Stormwater National Pollutant Discharge Elimination System General Permit issued by DEQ for the control of Stormwater associated with industrial activities.

C. Board: The Board of Directors to the District, its governing body.

D. Capacity Management Operations and Maintenance (CMOM): A framework developed by the Environmental Protection Agency to establish an information-based approach to setting priorities for activities and investments in sanitary collection/conveyance systems. CMOM embodies many asset management principles as they apply to sanitary

collection/conveyance systems such as defining goals, using an information-based approach to set priorities, evaluating capacity and taking steps to ensure it is adequate, developing a dynamic, strategic approach to preventive maintenance, and conducting periodic program audits to identify program deficiencies and ways to address those deficiencies.

E. City: The City of Durham.

F. City Boundary: The city limits for the City of Durham.

G. Co-Implementers: Local government partners that share responsibility with the District for implementing the NPDES Permit to maintain compliance with the Permit conditions. This includes Washington County, and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, North Plains, Sherwood, Tigard, and Tualatin.

H. Connection (Sanitary Sewer System): The physical act or process of tapping a public sewer line, or joining onto an existing side sewer, for the purpose of connecting private plumbing or industrial systems to the public Sanitary Sewer System. Connection also means increasing of fixtures or increasing the quantity or strength of the sewage discharge to the Sanitary Sewer System.

I. Connection (Stormwater and Surface Water System): The physical act or process of tapping a public Stormwater sewer line, or joining onto an existing side sewer, for the purpose of connecting private impervious surface or other Stormwater and surface water sources or systems to the public Stormwater sewer system; and shall also include the increasing of the quantity or strength of the Stormwater discharge to the Stormwater and Surface Water System. Connection to the Stormwater and Surface Water System also shall mean the construction or creation of impervious surface, or other human activity that causes or is likely to cause an increase from the natural state of Stormwater runoff quantity or pollution, a decrease in water quality, or a combination thereof, to the Stormwater and Surface Water System.

J. Council: The City Council, the governing body of the City.

K. Design and Construction Standards (D&C Standards): The administrative and technical requirements for development and construction activities that occur within CWS' jurisdictional boundary. The D&C Standards address a range of topics including the design and construction of Sanitary Sewer Systems, Stormwater and Surface Water Systems, erosion control methods, and natural resources protection.

L. Development: As defined in the District's most current D&C Standards as of the date of this Agreement (District Resolution and Order 19-5 as amended by District Resolution and Order 19-22, adopted November 12, 2019) inclusive of future amendments.

M. District: Clean Water Services.

N. Easement: An Easement is a legal right to occupy or use another person's land for specific purposes. The use of the land is limited, and the original owner retains legal title of the land.

O. Equivalent Dwelling Unit (EDU): An average number of fixtures (e.g., sinks) in a residence, which is used to estimate the strength and flow from any type of customer. EDUs are the basis for the base portion of the Sanitary Sewer System Development Charge or Service Charge.

P. Equivalent Service Unit (ESU): The average amount of impervious surface on a single-family residential property (currently equal to 2,640 square feet). Used to calculate the Storm and Surface Water System Development Charge and Service Charge.

Q. Franchise Fee (also known as ROW Fee): Includes the following: franchise fees, ROW fees, ROW usage fees, privilege tax, or any other interchangeable term for a City-imposed charge for the use of the ROW in the City.

R. "Gross Revenues means collected revenue for District-wide service charge revenue collected, exclusive of the Franchise Fees, for residential and commercial customers located in the City, and District-wide volume service charge revenue, exclusive of the Franchise Fees, collected for industrial customers located in the City."

S. Illicit Discharge: Any discharge to the municipal separate storm sewer system (MS4) that is not composed entirely of Stormwater except discharges pursuant to an NPDES permit (other than the NPDES permit for the discharges from the municipal separate storm sewer), discharge resulting from firefighting activities, authorized under Schedule A.14.a.iv of the CWS 2022 Permit (or any similar authorized updated by permits), or otherwise exempted or authorized by DEQ.

T. Industrial User: A user that introduces pollutants into the publicly owned treatment works from any nondomestic source regulated under section 307(b), (c), or (d) of the federal Water Pollution Control Act.

U. Industrial Waste: Any waste other than domestic waste. The following, without limitation, are nondomestic wastes: discharges from fire hydrant flushing; discharges from chlorinated water line flushing; discharges of pumped groundwater; discharges from aquifer storage and recovery flushing; Stormwater intentionally discharged to the publicly owned treatment works; discharges from draining swimming pools, hot tubs, and spas.

V. Infrastructure Transfer Agreement (ITA): A document associated with the change of ownership describing the assets, location, date of transfer, reason for change of ownership, maintenance responsibilities, and the reason for and amount of money

exchanged with the assets. The agreement will be memorialized in the Geographic Information System (GIS) platforms of the respective Parties.

W. Local Program: The portion of the Sanitary Sewer System, or Stormwater and Surface Water System, program of construction, operation, maintenance, and regulation within the District's service area which may be performed by the District or by a City, County, or by intergovernmental agreement. For the purpose of this Agreement, the responsibilities the City agrees to perform are identified in Appendix A.

X. Maintenance Hole: A structure that provides access to underground utilities for maintenance and inspection purposes (commonly known as a manhole and abbreviated MH) and having the same meaning as used in the Permit.

Y. Municipal Separate Storm Sewer System (MS4): As defined under Schedule D.14.d.xxv of the CWS 2022 Permit, or as otherwise updated by DEQ.

Z. Nondomestic Waste Discharge Permit: A control mechanism issued by the District to regulate the discharge of nondomestic waste to the publicly owned treatment works. Nondomestic waste discharge permits include industrial wastewater discharge permits, wash water permits, best management practices permits, letters of authorization, and any document designated by the District as a nondomestic waste discharge permit.

AA. Performance Standards: District performance and reporting requirements for certain work programs, including the operation, maintenance, and repair programs for the Sanitary Sewer System and Stormwater and Surface Water System within the District's jurisdictional boundary. The Performance Standards also include requirements for engineering, inspection, source control, and capital projects. The Performance Standards were adopted by District Resolution and Order 17-6 as amended by District Resolution and Order 18-11 on May 22, 2018, inclusive of future amendments.

BB. Permit: The District's watershed-based National Pollutant Discharge Elimination System (NPDES) permit, issued by DEQ, which regulates the discharge of pollutants into the Tualatin River watershed from the four Water Resource Recovery Facilities and the MS4.

CC. Regional Program: The responsibilities of providing broader services across multiple jurisdictions related to the Sanitary Sewer System and Stormwater and Surface Water System (e.g., permit compliance and oversight, training, basin planning, pump stations, and large diameter interceptors). For the purposes of this Agreement the Regional Program includes those responsibilities that the District agrees to perform: a) within the incorporated limits of the City identified in Appendix A, and b) outside the City within the District's service boundary.

DD. Right-of-Way (ROW): A strip of land acquired by the public for specific uses including roadways, bridge structures, public utilities, etc. Right-of-Ways are available for use by

the public at large and are administered by the jurisdiction (City, State, or County) in which they lie.

EE. Road: The area within the Right-of-Way that is intended for the operation of motor vehicles and bicycles where so marked.

FF. Roadside Ditches: Manmade ditches on one or both sides of roadways, within the road Right-of-Way and generally intended for the collection and conveyance of Stormwater runoff generated by the road and adjacent properties.

GG. Roadside Piping: Shallow pipes, inlets, or other associated structures on one or both sides of a Road, which are generally at a similar grade as typical Roadside Ditches and generally lack Maintenance Holes.

HH. Sanitary Sewer Overflow (SSO): A release of untreated or partially treated sewage from a municipal sanitary sewer.

II. Sanitary Sewer System: All publicly owned treatment works, pumping or lift facilities, interceptor and main sewer pipelines, force mains, Maintenance Holes, laboratory facilities and equipment, and related facilities for the collection, conveyance, treatment, recycling, reclamation, and disposal of sewage, comprising the total publicly owned sanitary sewerage system, to which Stormwater, surface water, and groundwater are not intentionally admitted.

JJ. Service Provider Letter: A letter from the District, which specifies the conditions and requirements associated with vegetated corridors and Sensitive Areas necessary to issue a Stormwater Connection Permit pursuant to Ordinance 27 and the D&C Standards.

KK. Sewer Use Information Form: A form filled out for a nonresidential sanitary sewer permit and Certification of Occupancy submitted to the District to provide information needed to determine if a pretreatment permit is required consistent with procedures required by 40 CFR 403.8(f)(2).

LL. Stormwater: As defined under Schedule D.14.d.xxxv of the CWS 2022 Permit, or as otherwise updated by DEQ.

MM. Stormwater Management Plan (SWMP): The SWMP, as approved by DEQ, describes the comprehensive structural and nonstructural best management practices, actions, control measures, and activities that are implemented by the District and Co-Implementers (through intergovernmental agreements) to reduce the discharge of pollutants from the MS4 to the maximum extent practicable in accordance with the terms of the Permit. The SWMP groups Stormwater best management practices into program areas that typically include, but are not limited to, Illicit Discharge detection and elimination; industrial and commercial facilities; construction site runoff control; education and outreach; public involvement and participation; post-construction site runoff and retrofit programs;

pollution prevention for municipal operations; and Stormwater management facilities operation and maintenance. The SWMP outlines the framework, measurable goals, tracking measures, and reporting metrics for annual reporting on the Stormwater program to DEQ.

NN. Stormwater and Surface Water System: The entire Stormwater and Surface Water System inclusive of:

1. Conveyance Facilities (Stormwater and surface water), including five subtypes: Includes all portions of the Stormwater and Surface Water System, either natural or manmade, that transport Stormwater and surface water runoff. The purpose of the Stormwater and surface water conveyance system is to drain Stormwater and surface water from properties to provide protection to property and the environment. There are five categories of Stormwater and surface water Conveyance Facilities:

    a. Storm Drains and Pipes
    b. Open Conveyance
    c. Roadside Stormwater Conveyance Facilities
    d. Large Culverts
    e. Small Culverts

2. Stormwater Infrastructure: Any structure, feature, or drainage ditch that is designed, constructed, and maintained to collect, filter, convey, retain, or detain Stormwater runoff during and after a storm event for the purpose of water quality improvement, conveyance, or quantity management. It includes, but is not limited to, features such as constructed water quality wetlands, water quality swales, landscaped retention areas, and detention ponds that are maintained as Stormwater quality or quantity control facilities.

3. Storm Drains and Pipes: The pipes designed to carry Stormwater that were built to a standard generally equivalent to the District's current Standards, or the standards in place at the time of construction. They are characterized by being constructed of substantial, long-lasting material, are relatively deep, constructed at a uniform grade and alignment, have standard Maintenance Hole access points, are fed by full-sized catch basins, and are typically connected to the catch basins by laterals.

4. Water Quality or Quantity Approach: An engineered or natural feature designed or protected to provide Stormwater management. Approaches consist of water quality and quantity facilities, natural systems and other low impact Development approaches.

OO. System Development Charges (SDCs): An assessment provided under Oregon law that is paid at the time a Connection permit is issued to recognize the cost of growth. The Sanitary Sewer SDC has two components: "reimbursement," which is based on the value

of the existing collection and treatment systems, and "improvement," which is based on the anticipated future cost of system improvements and enhancements. The Storm and Surface Water SDC is based on improvements to the system. Both Sanitary Sewer and Storm and Surface Water SDCs include a regional component and a local component. Sometimes referred to as a Connection charge.

PP. Water Quality Sensitive Area or Sensitive Area (as defined in the D&C Standards at 1.02.65): Includes existing and created wetlands; rivers, streams, and springs, whether flow is perennial or intermittent; or natural lakes, ponds, and in-stream impoundments. Water Quality Sensitive Areas do not include Stormwater infrastructure; vegetated corridors (a buffer) adjacent to the Sensitive Area; off-stream recreational lakes, wastewater treatment lagoons, fire ponds or reservoirs; or drainage ditches.

QQ. Water Resource Recovery Facility (also known as a wastewater treatment plant or publicly owned treatment works): A treatment works treating domestic sewage that is owned by a municipality, special or county service district, or State. Considered part of the Sanitary Sewer System.

II. OVERVIEW

The City and District share a common vision for serving the public through collaborative efforts to achieve positive environmental outcomes and regulatory compliance; maintain the safety of the public and staff; and ensure wise use of public funds. This Agreement serves to guide the collaborative interaction between the City and District to accomplish common goals.

The District and City work collaboratively to communicate expectations, with the District responsible for implementing activities generally within the City, and the City providing support as requested for compliance with Permit conditions. The Parties agree that the City has limited resources and staff for Permit compliance support, and as such, the District will provide ample advance notice for requests, and the City will make good faith efforts to respond to District requests that are within the City's ability to perform.

A. <u>District Responsibilities</u>

1. The District retains the regulatory authority necessary to achieve compliance with the Permit. The District may establish Local and Regional Programs to ensure compliance with the Permit and program requirements. The District may establish Local Programs with input from, review from, and written approval of the City. City approval may be given by the City Administrator for a change that creates no material City cost, duty, liability, or policy effect; otherwise, approval requires Council authorization.

2. The District will, in coordination with the City, implement the Local and Regional Program portion of the Sanitary Sewer System and Stormwater and Surface Water System

3. The District will take all appropriate actions in good faith and in accordance with commonly accepted practices of other NPDES permit holders, as needed to ensure compliance with the Permit conditions.

4. The District will conduct master planning for the regional and local Sanitary Sewer System and circulate draft copies of all master plan and related document revisions to the affected Co-Implementers for comment prior to adoption.

5. The District may conduct subbasin planning focusing on the development of a range of approaches that can support Stormwater master planning and general Stormwater management within the City and in conjunction with the City, and will circulate to the City for comment prior to adoption any revisions to documentation regarding subbasin planning.

6. The District will maintain all District-owned sanitary, Stormwater and surface water infrastructure.

7. Continuous Provision of Services and Programs. The District shall endeavor to provide all services continuously, reliably, and at a service level and priority no less favorable than that provided to comparable customers and jurisdictions elsewhere within the District. The District will also endeavor to perform the Local and Regional Programs within the City at the same service level and with the same priority as comparable programs and customers in other areas served by the District.

8. The District will notify the City before establishing a local assessment district, special service area, differential rate area, overlapping service area, or similar financing or service mechanism within the City Boundary.

9. In the event that the District must extend sewer service to property outside the City Boundary through facilities located within the City, or in a manner that materially affects capacity, infrastructure, growth planning, or service within the City, the District will endeavor to provide continuous service at levels previously provided.

10. The District will notify the City of any decommissioning of facilities or infrastructure prior to beginning work.

11. The District will grant the City permits as may be necessary for the installation or repair of public improvements, or City infrastructure without imposing permitting, review, and inspection fees, provided that City shall adhere to any conditions imposed on those permits by the District and consistent with Oregon law.

B. City Responsibilities

1. The City will provide non-exempt disclosable data to the District that is maintained and reasonably available to the City, in response to reasonable requests, as needed to achieve the District's Permit and reporting compliance requirements. Such District requests must identify in writing the purpose, scope, format, and reasonable deadline for the request.

2. The City will review and comment on projections for population growth and industrial development within the City Boundary to support flow modeling used by the District to project future local and regional sanitary sewer capacity. The City will also, in response to District requests, provide data that the City has collected that may support the District's Stormwater planning, including but not limited to buildable land inventories, land-use plans, transportation plans, and related local long-range plans. The District remains responsible for modeling, technical analysis, and verification required for its systems and Permit.

3. The City agrees to the land development permit responsibilities detailed in Appendix A of this Agreement, and will not issue a City permit without proof of a District permit if a District permit is required.

4. The City is responsible for ensuring coordination with the District related to growth planning within its City Boundary, including but not limited to planning for any Urban Growth Boundary expansion.

5. The City will notify the District of Sanitary Sewer Overflows, Illicit Discharges to the MS4, customer complaints, and other matters related to sanitary sewer, Stormwater and surface water management within City Boundary that the City becomes actually aware of in the course of ordinary City duties.

6. The City will notify the District in writing at least 36-months in advance if it intends to develop Local Programs that will wholly replace Local Programs currently being provided by the District. This extensive notice is not required for coordinating service to individual new developments that may impact but not wholly replace the District's existing Local Programs. The City and the District will collaborate on Local Program development to ensure permit compliance and determine any necessary amendments to this Agreement.

7. The City will inform the District of the location of all sanitary, Stormwater and surface water infrastructure and may request, at least annually, for the District to maintain such infrastructure on City-owned, leased, or other property that may impact City functions or operations when necessary.

8. The City will incorporate District comments and conditions addressing District requirements for development during the land use application and approval process within City, consistent with the City's development regulations and applicable state and federal law.

9. The City will allow the District access to City Rights-of-Way and Easements to carry out the Regional and Local Programs.

10. The City will grant the District permits as may be necessary for the installation of facilities related to the Sanitary Sewer System and Stormwater and Surface Water System in the City Rights-of-Way without imposing permit issuance fees, provided that District shall adhere to any conditions imposed on those permits by the City and consistent with ORS 451.550(6) and provided that the permits comply with all City municipal ordinance requirements and applicable local, state, and federal rules and regulations.

11. To the extent legally permitted, the City will allow District to use the same land use approval process the City uses for other city-sponsored public projects including, if appropriate, waiving requirements such as the Development Agreement.

III. GENERAL AGREEMENTS

A. Regulatory Requirements, Associated Program Elements, and Compliance Procedures

1. The District agrees to:

   a. Administer the Permit by completing, without limitation, the following: reporting, performing compliance oversight, applying for Permit renewal, and negotiating Permit conditions.
   b. Coordinate administrative processes, including Permit renewal, to provide opportunities for meaningful engagement with the City and regulatory agencies.
   c. Notify the City of any modification to the Permit affecting City operations, as soon as practicable, but not more than 14 days after the District receives notice of the modification.
   d. Collaborate with the City and other Co-Implementers to develop orders, ordinances, or other actions necessary to ensure compliance with the Permit prior to adoption by the District's Board of Directors (Board).
   e. Provide a copy of all proposed Board, enforcement, or other District actions that affect the City to the City within a reasonable amount of time to provide meaningful comment; in most cases this would be 60 days in advance unless emergency circumstances do not allow for this timeline.
   f. Maintain a list of adopted Resolutions and Orders and related regulatory documents and keep the City informed of any changes.

2. The District and the City:

    a. Acknowledge that Permit compliance requires creating and implementing work programs, tracking measures, and reporting procedures to demonstrate compliance. These actions include but are not limited to: orders; Stormwater management plans; Capacity, Management, Operations, and Maintenance (CMOM) for the sanitary system; enforcement procedures; construction standards; industrial controls; and Performance Standards.
    b. The Parties may choose to create city-specific compliance implementation programs and standards to ensure Permit compliance. Through collaboration, the City and District will ensure clarity regarding the actions to comply with the Permit, program coordination, and the District's role for oversight as needed for compliance assurance. The District's Regulatory Affairs Department will collaborate with the Co-Implementers, review new ordinances, and direct internal coordination to ensure compliance with the Permit.

B. Stormwater Management Plan (SWMP)

The District will work collaboratively with the City on any updates to the SWMP including but not limited to potential City-specific metrics, basin planning, adaptive management, and the overall metrics and measures outlined in the SWMP.

C. Capacity Management Operation and Maintenance (CMOM)

Information supporting a CMOM framework provides effective guidance for evaluating compliance for both District and City Sanitary Sewer Systems. The District and Co-Implementers have created metrics and processes and established communication that ensures compliance with the Permit requirements related to the Sanitary Sewer System. This information has not been accumulated into a single CMOM document; however, the programs as they exist, and taken as a whole, provide the elements of a CMOM program. The District will implement the CMOM program as part of the Local Program and will work with the City collaboratively as needed.

D. Reporting and Training

1. Reporting

    The District is responsible for developing reporting and tracking procedures for information required for compliance with the Permit. The District will provide to the City an explicit description, structure, and schedule if information is needed for compliance reporting. The District currently handles all reporting and tracking for the City and will provide reasonable notice to the City to allow the City enough time to develop the infrastructure and/or processes needed to report accurately if reporting procedures change. For any information compiled by the City, the City will certify the

completeness of any necessary information required by the Permit, if requested by the District.

2. Training

   The District will, upon request, provide training to the City on Sanitary Sewer Overflow (SSO) response, regulatory reporting procedures, and Illicit Discharge detection and elimination (IDDE) response, or other topics related to the Sanitary Sewer System and Stormwater and Surface Water System as requested by the City.

E. Compliance

1. The District:

   a. Maintains the authority to enforce the District's code and ordinances within the City.
   b. As the holder of the Permit, the District may receive formal enforcement actions including civil penalties and compliance orders for occurrences and violations of applicable laws or regulations within the City's Boundaries.
   c. Agrees that the City may take responsibility for defending its own interest in any enforcement action, including paying fines and committing to implementing any compliance orders.
   d. Agrees to reimburse any payments, including any costs incurred for defense, by the City, or expenditures incurred by the City, in response to enforcement actions resulting from actions that are the City's responsibility as determined by DEQ final order or court settlement.

2. The City:

   a. Agrees to reimburse any payments, including any costs incurred for defense, by the District, or expenditures incurred by the District, in response to enforcement actions resulting from actions that are the City's responsibility, as determined by DEQ final order or court settlement.

3. The District and City agree to:

   a. Establish and maintain adequate legal authority to implement Permit-required compliance programs.
   b. Have a process for tracking and reporting enforcement of the Permit.
   c. Provide opportunities for meaningful input from each Party on any changes in orders, programs, plans, or other mechanisms used to ensure Permit compliance. Meaningful input includes written notice of the planned change, opportunity for constructive input, and participation in any formal review process.
   d. Collaborate in developing a response to an enforcement action that affects the City, including supporting any investigation, and providing data, records, and

testimony as requested should any compliance action be received by the District or City.

F. Coordination

1. IGA Review Coordination: The City and District agree to meet annually to facilitate continued coordination between the City and the District of their responsibilities under this Agreement. Representatives at the executive level, or delegated key staff, will review the efficacy of the Agreement and determine if any modifications are warranted to better address compliance needs, address resource constraints, facilitate Permit implementation, and increase efficiency.

2. Program Coordination: The District and City agree to participate in quarterly established routine meetings unless otherwise agreed upon, which will include Co-Implementers, Billing Information Technical Committee, and operations and management meetings as scheduled or modified to facilitate compliance and coordination as needed.

G. Emergency Response

The City and the District agree to collaboratively support each other during emergencies. The most frequent emergencies are short-term events (e.g., responding to an SSO or other system overloads, a storm event, unlawful discharge, or an odor issue), however, emergency response also includes more significant areawide emergencies where Oregon Water/Wastewater Agency Response Network (ORWARN) agreements may apply. The following guidelines are in place to help City and District staff respond to emergency situations:

1. Both the City and the District will work together to address emergency situations in a safe and timely manner with the least amount of environmental and public impact.

2. Responsibility for documentation and reporting can be determined once the issue causing the emergency is being addressed.

3. Upon notification of the emergency, the District will become the lead agency.

4. The lead agency responding to the emergency can be handed off once more information is gathered or if the agency accepting responsibility is better suited to address the situation. Coordination between groups may change based on the needs of field crews and the knowledge of staff available to address the emergency from each agency.

5. The initial designation of the lead agency is typically a verbal discussion between the two supervisors or senior crew members responding to the emergency. This discussion typically happens in the field as crews are responding to a situation.

6. On occasion an agency may not have resources available, or the necessary skill set to address a specific emergency. In that situation, the other agency may be asked to take over as the lead agency.

7. The District will take the lead on providing documentation and initiating required reporting for SSO (e.g., calling Oregon Emergency Response Services (OERS) and DEQ to report an SSO).

IV. FINANCE

A. Cost of Service

The District and City agree that the cost of sanitary sewer and Stormwater services is based on a variety of factors including infrastructure age and condition, differences in operating costs, customer accounts, and the level of service. The District will apprise the City of the methodology on which monthly rates and System Development Charges (SDCs) are based for regional and local services. The District agrees to, at a minimum, annual meetings with the City to discuss and collaborate on potential revisions, as necessary and reasonable as determined by both parties, rates, fees, and other financial items. These meetings may include, but are not limited to, joint City/District meetings with the City Council.

Beginning _____, 2026:

1. The District:

    a. Agrees to develop and implement a level of service for the Sanitary Sewer System, Stormwater and Surface Water System, and related services to comply with the Permit requirements. The District will review the level of service, as described in the District's Performance Standards, for conformance with the Permit requirements consistent with the SWMP and will ensure compliance with the same.
    b. With input from the City prior to setting the rates, will set the regional and local sanitary sewer and Storm and Surface Water rates and charges, including SDCs, for services provided by the District to meet regional and local needs.
    c. Will notify the City no later than 60 days prior to the date when the District rates and charges are updated and published annually.

2. The City:

    a. Will make available to residents a list and definitions of all District rates and charges when it is provided by the District.

B. Setting Rates and Charges

1. The District:

a. With input from the City prior to setting the rates, will set rates and charges, including SDCs, for all customers for the regional and local services, which the Board will consider and adopt, for the sanitary sewer and Stormwater and Surface Water programs.

C. Billing and Collecting Rates and Charges

1. The District bills customers directly within the City Boundary including, but not limited to, residential, commercial, and Industrial Users.

2. The District will collect 100% of all fees, rates, and charges within the City Boundary and retain all monies except for Franchise Fees levied by the City.

3. The District will bill and collect the following fees for the sanitary and Storm and Surface Water programs within City Boundary:

   a. Regional and local SDCs in areas where the District issues Connection permits.
   b. Regional and local monthly service charges in areas where the District bills customers for these services.

4. The District will periodically conduct a thorough review and study of the District's billing approach to determine if there are more efficient billing alternatives.

D. Transfer and Remittance of Funds

1. The District will remit to the City five percent (5%) of Gross Revenues, not including SDCs, as the Franchise Fee.

2. The District will remit the base Franchise Fee annually within 30 days after the end of each calendar year. The District will maintain forms showing the methodology for implementing remittance and distribute them to the City.

3. The District will prepare an annual remittance form to be submitted to the City at the end of each calendar year for the Franchise Fee levied by the City.

E. Timing to Implement Rates and Charges

The District typically will determine rates and charges as a part of the annual fiscal year budget process. However, the District may adjust these rates and funding levels mid-year to recognize changes that occur outside the normal budget cycle, after coordination and communication with the City. The Board will only implement such mid-year changes when the Board determines such changes are necessary to comply with state or federal permits, laws, or regulations, or to reflect changes in responsibility for obligations contemplated under this Agreement.

F. Operating Procedures Relating to Revenue

1. The District will institute and administer administrative procedures to diligently and regularly bill customers and collect fees, adjust billing in response to complaints, follow up on delinquencies, and take reasonable steps to collect late payments.

2. The District or and City may inspect and audit the books and records of the other with respect to matters within the purview of this Agreement. The District and City will provide at least 60 days' written notice and ensure audits occur outside standard budget and audit cycles.

G. Indebtedness

Neither the City nor the District will obligate any assets or facilities of the other party's Sanitary Sewer System or Stormwater and Surface Water System for any debt.

V. SPECIFIC SANITARY, STORMWATER AND SURFACE WATER PROGRAM AGREEMENTS

A. Asset Maintenance and Ownership Responsibility

The District agrees to record and maintain asset ownership and maintenance as separate attributes documented in a standardized Geographic Information System (GIS) and will ensure that the GIS information can be efficiently transferred to enable updates for mapping layers where appropriate.

The City and District agree on several principles guiding asset ownership and maintenance responsibilities. These principles are discussed for Stormwater, surface water, and sanitary conveyance below.

1. For the publicly owned Sanitary Sewer System:

    a. The District owns and is responsible for maintaining all public lines used to convey sewage to the Water Resource Recovery Facilities or directly to the pump stations within the City Boundary, which are further identified in Appendix A (District Facilities).

    b. The District is responsible for maintaining all other assets which the District owns, as further identified in Appendix A.

2. For the publicly owned Stormwater and Surface Water System:

    a. The District owns and maintains all public Stormwater and Surface Water infrastructure and appurtenances within the City jurisdiction as identified in Appendix A (District Facilities).

b. The District owns and maintains Stormwater and Surface Water assets outside the City jurisdiction, within District Boundary, in urban unincorporated Washington County (District Facilities).

B. Transfer of Assets

1. The City and District agree that when the City annexes properties into City Boundaries, the District shall participate in planning for the annexation and acceptance of all public assets relating to the Sanitary Sewer System and Stormwater and Surface Water System. This includes participation in the review of Sanitary Sewer System and Stormwater and Surface Water System assets information, financial analysis, and meetings regarding these matters.

2. Before the City enters into an agreement with any public or private entity that will result in a District maintained asset, the City will notify and coordinate with the District.

C. Erosion Prevention and Sediment Control

The City and District will strive to set expectations and optimize communication related to inspection for erosion prevention and sediment control at construction sites.

Two regulatory structures guide the implementation of the Permit required programs for sediment and erosion prevention:

1. The NPDES General 1200-C (series) permit for sediment and erosion control from construction activities issued by the DEQ.

2. The District's sediment and erosion prevention (local) program developed to implement in part the Tualatin Basin rules in Oregon Administrative Rule (OAR) 340-041-0345(4).

The District currently acts as DEQ's agent to implement the 1200-C and 1200-CN permits. DEQ is responsible for determining who may act as an agent. As DEQ's agent, District agrees to implement the permits. The agent is responsible for certain administrative actions such as processing and assigning permits, compliance inspections, and reporting. If the City petitions DEQ to become an agent for implementing the 1200-C permit within its jurisdiction, the District will support the City.

The District has established a local erosion and sediment control program to ensure the requirements for the District's Permit are achieved within the City Boundary.

D. Illicit Discharge Detection and Elimination (IDDE) Program Implementation

1. The District agrees to:

a. Investigate properties within the City Boundary suspected of having an illicit discharge to determine if they require a specific permit issued by the District for Stormwater or wastewater discharges.
b. Respond to Illicit Discharges within the City Boundary.
c. Provide annual Illicit Discharge response program training and provide a copy of all District Illicit Discharge investigations and reporting procedures to the City as requested by the City.
d. Conduct any and all follow-up investigations and enforcement.

2. The City agrees to:

a. Work collaboratively with the District to implement the IDDE program as required by the Permit within the City Boundary. This includes making observations during routine business conducted by City staff and facilitating public reporting of spills and Illicit Discharges.
b. Forward reports to the District of Illicit Discharge related to industrial Stormwater sites that are permitted under the 1200-Z NPDES permit.
c. Forward reports of other Illicit Discharges in the City to the District within a timeframe as required by the Permit or administrative rule.
d. Notify the District as soon as becoming aware of any discharge in the City that has reasonable potential to cause or contribute to an exceedance of the state's water quality standards as required by the Permit.

3. The District and the City agree to collaborate on any potential follow-up, investigation, documentation, or reporting work that may be required to respond to or report the results of water quality investigation to DEQ.

E. Sanitary Sewer Overflow (SSO) Prevention and Response

1. The District will:

a. Implement Performance Standards to prevent conditions that may lead to SSOs as part of the Local Program.
b. Respond to SSOs in the City in a timely manner including reporting to DEQ within 24 hours of the City becoming aware of an event and providing information to the District using the District's Online Reporting Form as soon as practicable to facilitate a 5-Day report as required the Permit (OAR 340-012-0055(2)(b) and (3)(a)).
c. Complete the District's online reporting form for SSOs and Illicit Discharges as directed by the District.
d. Perform all SSO response documentation, data collection, and reporting as specified by the District.

e. Conduct the SSO response effort, as the Permit holder and implementer of the local sanitary sewer program.
f. Report all SSOs that it becomes aware of within the City Boundary or that affect local and regional assets to the City within 24 hours of learning of the SSO.

2. The City will:

a. Notify the District of any observed SSO as soon as it becomes aware.

3. The District and the City agree to collaborate on any potential follow-up, investigation, documentation, or reporting work that may be required to respond to or report the SSO investigation to DEQ.

F. District Sewer Use Information Form

Before a nonresidential certification of occupancy is issued, the City will require the applicant to complete and submit to the District a District-provided Sewer Use Information form, or an agreed-upon alternative form. Based on the completed form, the District will identify next steps, determine if a Nondomestic Waste Discharge Permit is required, and respond to the applicant, and to the City.

G. Service Provider Letter

The City will require any applicant for a land use application or permit for development to obtain a District Service Provider Letter.

H. Sanitary and Stormwater Connection Permit Authorization

The District will ensure that development projects that require permits for approval for Sanitary Sewer and Stormwater Connections within the City Boundary comply with the requirements of the District-approved Standards before it issues any associated approvals or permits for sanitary sewer and Stormwater Connections.

The City and District agree to the following to ensure compliance.

1. The District agrees to:

a. Provide engineering plan review including evaluating capacity and verifying that capacity exists within the regional and local systems.

2. The City agrees, in good faith, to:

a. Refer any applicants that require a Sensitive Area, vegetated corridor, or erosion control permit to the District.
b. Not issue any permits for construction within, or modification to a Sensitive Area, vegetated corridor, or erosion control permit and not issue permits without first verifying that permits and approvals have been granted by the District.

c. Not issue any land use approvals, including plats, minor land partitions, site plans, or permits, including but not limited to grading and building, for any construction or Development within the District without first verifying that a Sensitive Area, vegetated corridor, or erosion control permit and approvals have been granted by the District.
d. Not approve or authorize foundation construction before an initial erosion control inspection has been completed and approved by the District. If the District notifies the City that a written erosion control enforcement action such as a Deficiency Notice or Stop Work Order has been issued by the District, the City agrees not to complete further inspections until the erosion control violations are resolved and the Stop Work Order is removed. The City agrees not to approve final inspection or issue a certificate of occupancy until the final erosion control inspection has been completed and approved by the District.

I. Wastewater System Operator Personnel

As required by Oregon Law and Administrate Rule (OAR 340-049-0005), all wastewater collection systems must be supervised by one or more operators certified at a grade level equal to or higher than the level IV collection system classification of the District's Permit. The District agrees to fulfill that requirement for the collection system within the City's Boundary.

VI. INDUSTRIAL PROGRAM AND FOG PROGRAM AGREEMENTS

A. 1200-Z NPDES Industrial Stormwater Permit Program

The District currently acts as DEQ's agent to implement the 1200-Z NPDES Industrial Stormwater Permit (1200-Z) and the District is fully responsible for all aspects of this implementation. The District and City recognize that where an industrial site within the City Boundary has both a 1200-Z permit and a private water quality facility asset, the District has responsibility for working with the industry to ensure compliance with the 1200-Z permit and the maintenance of the private water quality facility.

1. The District and City agree to:

   a. Exchange program information and coordinate compliance messages as necessary for industrial sites with a 1200-Z permit or private water quality facility program involvement.
   b. Maintain a list of common industrial sites and exchange this list as needed to include the associated District and City contacts.
   c. Work collaboratively when appropriate to facilitate compliance for both programs.

B. Industrial Pretreatment Program

The District implements the federally mandated Industrial Pretreatment Program as required by the Permit and the District is fully responsible for all aspects of this implementation.

1. The District agrees to:

    a. Maintain an up-to-date GIS layer identifying the location of permitted industrial discharges to the Sanitary Sewer System. The information will be available by request to the City along with the associated nondomestic discharge permit.

2. The City agrees to:

    a. To the extent available to the City, provide the District information on all potential nondomestic and Industrial Users requesting new discharges to the City Sanitary Sewer System or Stormwater and Surface Water System on the District-approved industrial user questionnaire.
    b. Request, as needed, support from the District in reaching out to the facilities regulated by the nondomestic waste discharge permit.
    c. Request assistance or forward any complaint to the District related to any permitted industrial nondomestic dischargers.

C. Fats, Oils, and Grease Abatement Program

1. The District agrees to:
    a. Implement a Fats, Oils, and Grease (FOG) abatement program within the City Boundary consistent with Section 4.b.3 and Section 5c of the District's Ordinance 42, as it exists on the date of this Agreement, commonly referred to as the Nondomestic Waste Ordinance. Subsequent changes to the Ordinance may require modification of this Agreement.
    b. Have primary responsibility to work with sources of FOG within the City Boundary to address all FOG-related technical assistance, maintenance recommendations and requirements, investigations, and enforcement when necessary for both the Local and Regional Programs.
    c. Take regulatory actions to mitigate impacts to Local and Regional infrastructure caused by sources of FOG produced at sites from within the City Boundary.
    d. Maintain Local and Regional conveyance lines that are impacted by FOG within and outside the City Boundary.
    e. Inform the City with reasonable promptness of any regulatory problems associated with food service establishments within the City Boundary that produce FOG.
    f. Request City support on enforcement actions as needed.
    g. Identify and implement those actions requested by the District to prevent recurrence of any SSOs caused by FOG within the City Boundary and report on

those actions to the District and City as part of the compliance reporting process to DEQ.

2. The City and District agree:

   a. That the District will manage the FOG abatement program with all sources of FOG within the City Boundary.
   b. To collaborate in developing reporting metrics and processes to meet the District's compliance reporting requirements including, but not limited to, inspections of food service establishments, GIS layers showing increased line maintenance due to FOG, and SSO and compliance follow-up resulting from FOG accumulation.

D. Nonstandard Uses of Sanitary System, Stormwater and Surface Water System

1. The City will obtain District review and approval, which approval shall not be unreasonably be withheld, prior to entering into any agreement for discharges, including temporary discharges, to the Sanitary Sewer System or Stormwater and Surface Water System that are nonstandard. District approval ensures compliance with the federally mandated Industrial Pretreatment Program that protects treatment operations.
2. The District will provide the City with processes to review allowed nonstandard discharges, temporary discharges to the Sanitary Sewer System and Stormwater and Surface Water System, and nondomestic Connections to the Sanitary Sewer System consistent with the Nondomestic Waste Ordinance and the federal Industrial Pretreatment Program as required by the Permit.

VII. DISPUTE RESOLUTION

The City and District will make every effort to resolve disputes by creating common understanding among staff and managers of program elements. City and District staff are responsible for communicating and resolving differences onsite or by exchanging information as soon as practicable. Should resolution not be reached by professional staff, the dispute will be resolved using the following steps:

A. Step 1:

1. Designated City and District staff will document the issue, relevant facts, disputed provisions, and proposed resolutions. They will meet promptly and attempt resolution.

B. Step 2:

1. If unresolved, the written issue will be submitted to the City Administrator and District General Manager, who will meet within 30 days and attempt resolution. Any resolution will be written and signed by both officials.

2. If unresolved, the matter will be submitted to the Mayor and Chair of the District Board, who will meet within 30 days and attempt resolution. Any resolution will be written and approved as required by each Party's law and governing rules.

C. Step 3:

1. If unresolved, the Parties will submit the dispute to nonbinding mediation with a mutually-selected mediator. Common mediation costs will be shared equally, and each Party will bear its own attorney and preparation costs.

2. If mediation does not resolve the dispute, either Party may pursue a remedy available at law or, by a separate written agreement executed after the dispute arises, submit the dispute to binding arbitration. In litigation or binding arbitration to enforce this Agreement, the prevailing Party is entitled to recover reasonable attorney fees and costs, including on appeal, to the extent permitted by law.

D. During dispute resolution, the Parties will continue performing undisputed obligations and essential services. Nothing in this section waives a Party's immunities, defenses, or Oregon Tort Claims Act protections.

VIII. ADMINISTRATIVE AND OPERATING PROVISIONS

A. Indemnification

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party and its officers, elected and appointed officials, employees, and agents, from and against all claims, demands, and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of this Agreement, including the performance or nonperformance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees, and agents. In addition, each party will be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of that party under this Agreement.

If any third party makes any claim and brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (Third-Party Claims) against the District or the City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim and to defend a Third-Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third-Party

Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third-Party Claim.

With respect to a Third Party Claim for which the District is jointly liable with the City (or would be if joined in the Third Party Claim), the District should contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the District on the one hand and of the City on the other hand in connection with the events that resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the District on the one hand and of the City on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The District's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the District had sole liability in the proceeding.

With respect to a Third Party Claim for which the City is jointly liable with the District (or would be if joined in the Third Party Claim), the City should contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by the District in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the District on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the District on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The City contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the City had sole liability in the proceeding.

In the event of a compliance action arising from a state or federal regulatory agency, such as DEQ or the United States Environmental Protection Agency (EPA), such actions are not subject to the paragraphs above. In such circumstances, subsection III.E applies.

IX. TERMS OF AGREEMENT

A. Term of Agreement

The initial term is five years from the Effective Date. The Agreement remains fully effective through the initial term and every extension, transition, amendment negotiation, and dispute-resolution period unless terminated in accordance with this Agreement. No termination relieves a Party of obligations that accrued before termination or obligations that expressly survive.

B. Amendment of Agreement

Either Party may propose an amendment at any time during the term of this agreement. Until an amendment is fully executed, the Parties will continue performing this Agreement. In the event a party requests to amend this Agreement during the term of the Agreement, both parties agree to continue performing all programs and responsibilities as specified in this Agreement until an amendment or new agreement is established and signed by both parties. Amendment of this Agreement can be proposed at any time during the five-year term.

C. Continuity of Governance

After the five-year term of the Agreement has ended, there will be a 180-day extension period in which both parties will agree whether to renew or amend this Agreement.

During the 180-day extension period or during amendment negotiations, both parties agree to continue performing all programs and responsibilities as specified in this Agreement until the renewal or amendment is established and signed by both parties. When the Agreement is renewed or amended, the term date will be set to five years, or as otherwise agreed, from the effective date of the renewal or amendment.

If the 180-day period ends with no decision to either renew or amend, the Agreement can be temporarily extended for one or more additional 60-day increments or as otherwise agreed upon by mutual agreements between the City Manager/Administrator and District GM.

If the additional extension is not agreed to by both parties, the parties will enter into the dispute resolution process as soon as is reasonably possible. During the process identified in dispute resolution, both parties agree to continue performing all programs and responsibilities as specified in this Agreement until an amendment or new agreement is established and signed by both parties or the Agreement is formally terminated.

X. TERMINATION OF AGREEMENT

This Agreement may be terminated for good cause with a signed notification letter by either party during the five-year term. Termination will be effective 180 days after the date of such notification, or a later date as specified in the written notification provided

the other party does not contest the termination, unless termination is required due to a hazardous condition, health emergency, gross negligence of the non-terminating party, or conditions that constitute immediate risks to life or personal property, in which case termination shall be effective immediately upon notice. The District and City agree that continued implementation of the IGA is appropriate to ensure protection of public health, the environment and effective compliance as required by applicable laws and ordinances. In the event of a conflict, the parties will follow the dispute resolution process in Section VII of this Agreement.

XI. GENERAL PROVISIONS

A. Severability

In the event a court of competent jurisdiction will deem any portion or part of this Agreement to be unlawful or invalid, only that portion or part of the Agreement will be considered unenforceable. The remainder of this Agreement will continue to be valid.

B. Home Rule Authority

Nothing in this Agreement will be construed as a limitation upon or delegation of the statutory and home rule powers of the City, nor as a delegation or limitation of the statutory powers of the District. This Agreement will not be construed as a limitation on the authority required by the District to implement the Permit. This Agreement will not limit any right or remedy available to the City or District against third parties arising from illegal acts of such third parties.

C. Laws of Oregon

The parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be governed by the laws of the State of Oregon. All provisions required by Oregon Revised Statutes (ORS) Chapter 279A, 279B, and 279C to be included in public contracts are incorporated by reference and made a part of this Agreement as if fully set forth in this Agreement.

D. Documents are Public Records

All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this Agreement shall become public records pursuant to Oregon Law.

E. Modification of Agreement

No waiver or amendment is effective unless in writing and signed by authorized representatives of both Parties. The City Administrator and District General Manager may approve a non-substantive administrative correction or update that does not change a

duty, cost, liability, asset owner, maintenance responsibility, service level, rate, fee, regulatory authority, or termination right. Every substantive amendment, including a substantive change to Appendix A, requires authorization by the Council and District Board to the extent required by law and each Party's governing rules.

F. Integration

This Agreement includes the entire agreement of the Parties concerning the general cooperative management subjects addressed herein and replaces the July 2, 2021 Contract. There are no understandings, agreements, or representations, oral or written, regarding this cooperative management Agreement except those in this Agreement.

G. Headings

The headings of this Agreement are for convenience and reference purposes only and in no way define, limit or affect the scope, substance, meaning or interpretation of this Agreement.

CLEAN WATER SERVICES

By: _____
General Manager or Designee

Date:_____

CITY OF DURHAM, OREGON

By: _____
City Administrator or Designee

Date: _____

APPROVED AS TO FORM

_____

APPENDIX A:
CLEAN WATER SERVICES - CITY OF DURHAM DIVISION OF RESPONSIBILITIES | 2026

Asset Ownership	Within City of Durham Limits
Sanitary Sewer System Treatment Facilities	**Asset Owner**
Wastewater Resource Recovery Facility	District
Sanitary Sewer System Conveyance	
Pump stations, force main, reuse mains, all gravity pipes, all siphons, all main lines, flow monitors	District
Laterals (public)	District
Laterals (private)	Property Owner
Sanitary Sewer System Structures	
All public Maintenance Holes, cleanouts, vaults	District
Sanitary Sewer System Miscellaneous	
Easements associated with the Sanitary Sewer System	District
Access Roads	District
Sanitary Sewer Capital Improvement Projects	District
Stormwater and Surface Water System Conveyance	
Pipes any size, detention lines, mainlines to lateral connections, Roadside Ditches in the City ROW, Roadside Piping in City ROW, Culverts less than 36" in the County ROW, all public Culverts in the City ROW	District
Laterals – private	Property Owner
Roadside Ditches in Washington County (County) ROW	County
Driveway culverts for a private driveway, all locations in County ROW	County
Culverts: 36-inch and greater diameter in County ROW	County
Roadside Ditches, swales, and other conveyance in Oregon Department of Transportation (ODOT) ROW (unless otherwise agreed to in writing)	ODOT
Stormwater and Surface Water System Structures	
Public; Maintenance Holes, catch basins and inlets, filter vaults, water quality Maintenance Holes, and cleanouts	District
All structures listed above in ODOT Right-of-Way (unless otherwise agreed to in writing)	ODOT
Stormwater and Surface Water System Management Facilities	
Public; Vegetative water quality facilities and low impact development approaches within City ROW	District
Private; Vegetative water quality facilities and low impact development approaches	Property Owner
Vegetative water quality facilities and low impact development approaches in ODOT ROW (unless otherwise agreed to in writing)	ODOT
Stormwater and Surface Water System Miscellaneous	
Bridge: County ROW	County
Easements	District
Bridges: ROW	City
Stormwater and Surface Water Capital Improvement Projects	District

Engineering, Inspection, Support Elements Within City of Durham	Local Program	Regional Program	Notes
1. Service Provider Letter prescreening	--	District	
2. Issue Service Provider Letter for projects within 200 feet or inside Sensitive Areas	--	District	
3. Development Review: Land use review, permitting, & construction plan review	City	--	City will coordinate with District on permitting process, timing, & issuance
4. Stormwater Connection Permit Authorization issuance (SWCPA)	District	District	
5. Sanitary sewer Connection permit issuance, local & regional	District	District	Regional program applies to line 24" and greater
6. Local Erosion Control Permit issuance (less than 1 acre)	District	--	
7. Erosion Control 1200-C, 1200-CA, 1200-CN permit issuance	--	District	
8. Spill response, investigation, & reporting	District	--	City will communicate with the District as required by the Permit.
9. IDDE response, investigation, & reporting	District	--	City will communicate with the District as required by the Permit.
10. Sanitary sewer master plans	District	District	Includes all flow modeling. May be developer led/driven.
11. Stormwater and surface water master plans	District	District	Includes unincorporated areas. May be developer led/driven.
12. Flow monitoring	District	District	
13. Erosion prevention and sediment control program inspections	District	--	
14. Public & private Stormwater management facility inspections per O&M Performance Standards	District	--	Includes facilities in construction, warranty, and post-construction program
15. Manage and inspect the DEQ Industrial Stormwater 1200-Z Permit and SWPCP on properties within the City	--	District	SWPCP: Stormwater Pollution Control Plan.
16. Dry weather outfall inspections for Illicit Discharges	--	District	
17. Fats, Oils, & Grease (FOG) reduction program	--	District	
18. Cross-connection investigations & response	District	District	
19. Maintaining local GIS information	District	District	Inclusive of inventory, locations, and engineering records.
20. Industrial Pretreatment and Waste programs (inspection and management)	--	District	District will inform City on location of industrial sources and lines that may impact the City.

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.

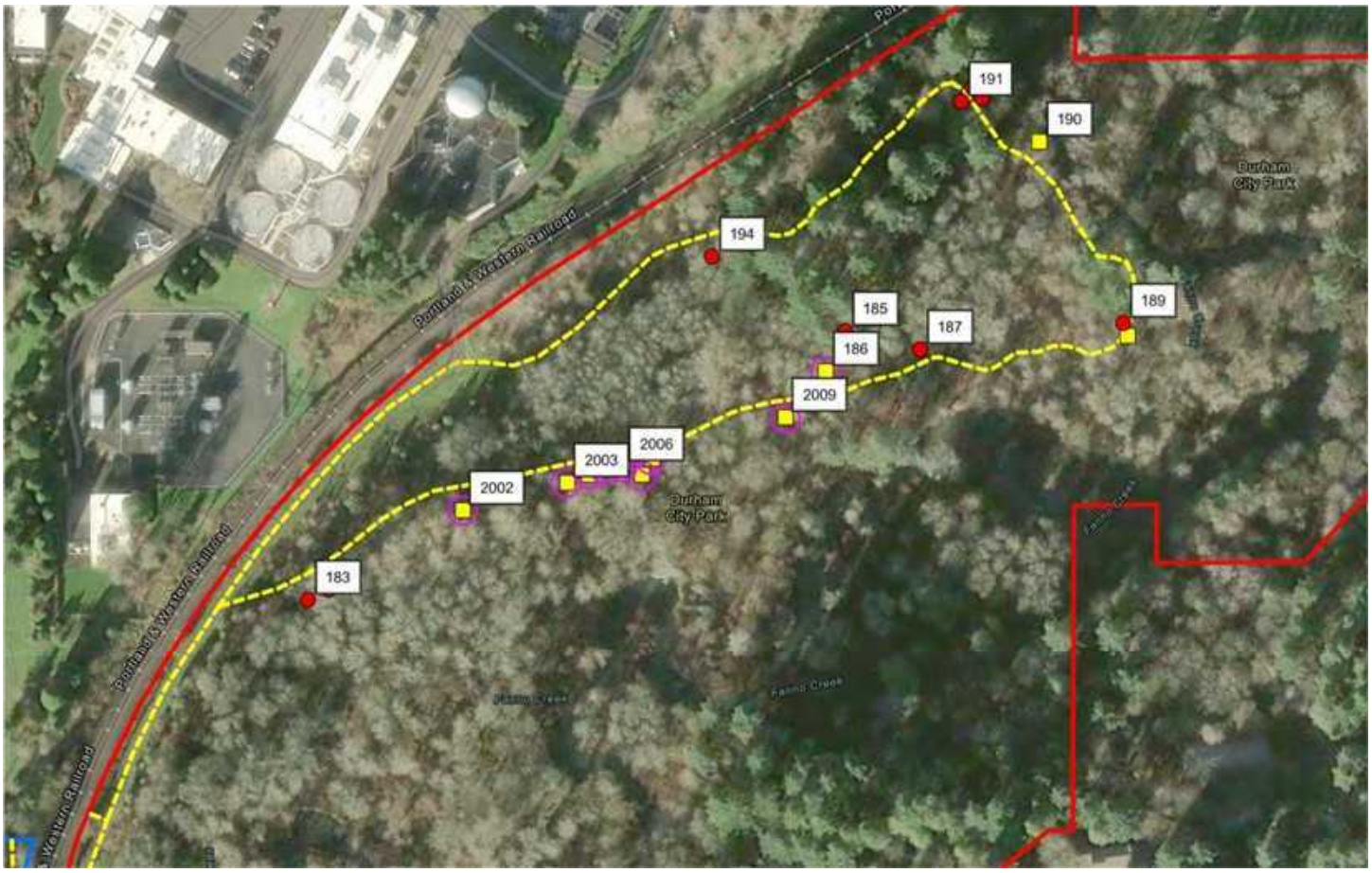
I don't know if you've already heard from Randy, or reached out to him, but it would be great to connect about your plans for managing Ash decline at Durham City Park. It probably makes sense to wait until we hear back from about the grant to help determine what we can do to assist you there, but like 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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2002
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Portland & Western Railroad
Portland & Western Railroad
Portland & Western Railroad
Durham City Park
Durham City Park
Fanno Creek
Fanno Creek

2009
2008
2006
2005
2004
2007
2003
2002
Durham City Park

From: Nat Bockmann

Hey Jordan,

For a site like Durham City Park, the things to consider:

- Long term costs
- Putting resources towards significant tree and removing or "allowing infestation" for non-significant trees
- Consider what pre-emptive removal of 9 tree will do to the canopy of the forested area
- Are there any other issues with the trees that may warrant removal, like other diseases that are causing the trees stress?

I would say that if CWS is footing the bill (for removal and replant) and the removal of the trees will on adversely affect the overall canopy of the park's forested area, let them do it.

We can discuss this more next week if you want.

Kind regards,
Nat

From: Jordan Parente
To: Nat Bockmann
Subject: Ash Tree Removal Request

Hi Nat,

Sorry for the multiple emails, I did not want to mix up two issues.

I am also looking for your opinion regarding CWS' request to remove some Ash trees in Durham Park that City Council asked you to weigh in on the issue. The second attachment is the documents I provided City Council regarding the request. These are 9 apparently healthy trees in Durham Park, all reportedly around 12" DBH, that CWS says were generally planted too close to the trail and that they would like to preemptively remove. I told Council of Trevor's suggestion regarding managing Ash trees with respect to EAB was to preserve 1/3, leave a 1/3 and treat 1/3.

The pre-emptive removal (and replanting) would be paid for by CWS and would mean 9 less ash trees to manage in Durham Park. That said, I also told Council I didn't know if CWS will continue to treat these trees or the trees long-term outlook. Ironically, pre-emptive removal is also counter to CWS' IPM plan (see Approaches to Managing EAB on page 7 of CWS' IPM).

Is there an Arborist best practice for dealing with Ash trees now that the "EAB is here"? (I know it's a matter of time, but we haven't had a confirmed case in Durham, yet. It would be nice to keep them all, but I don't think this is realistically something we can afford. Thoughts?

Best regards,

Jordan Parente
City Administrator
City of Durham
17160 SW Upper Boones Ferry Rd
Durham, OR 97224
503-639-6851
www.durham-oregon.us

DISCLOSURE NOTICE: Messages to and from this e-mail address may be subject to the Oregon Public Records Law.

City of Durham, Oregon

RESOLUTION NO. 713-26

A RESOLUTION OF THE DURHAM CITY COUNCIL APPROVING A TUALATIN RIVER ENVIRONMENTAL ENHANCEMENT (TREE) GRANT AGREEMENT WITH THE TUALATIN SOIL AND WATER CONSERVATION DISTRICT AND AUTHORIZING ITS EXECUTION AND IMPLEMENTATION

WHEREAS, the Tualatin Soil and Water Conservation District has awarded the City of Durham a Tualatin River Environmental Enhancement (TREE) grant of $78,812 for the Durham Riparian and Urban Forest Habitat Enhancement Project, Project No. G202701-88; and;
WHEREAS, the project supports invasive species management, Oregon ash management, hazardous tree management, and native planting at Durham City Park, the Durham Treed Lot, and the greenspace adjacent to Tualatin View Apartments; and
WHEREAS, the grant agreement requires a cash and/or in-kind match of at least 25 percent of the award amount, and the approved project budget identifies $19,909 in matching contributions; and
WHEREAS, the City Council wishes to accept the grant and authorize the City Administrator to execute and administer the grant agreement.

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

1. **Section 1. Approval and Authorization.**
   Durham City Council approves the $78,812 TREE grant and approves the grant agreement with the Tualatin Soil and Water Conservation District for the Durham Riparian and Urban Forest Habitat Enhancement Project, Project No. G202701-88, attached as Exhibit "A" and incorporated herein by reference, including its attached grant application and project budget.
2. **Section 2. Matching Contributions.**
   The City Council authorizes the City's participation in providing and coordinating the $19,909 in cash and in-kind matching contributions identified in the project budget. City expenditure remains subject to applicable budget authority and City purchasing requirements.
3. **Section 3. Execution and Implementation.**
   The City Administrator is authorized to execute the grant agreement on behalf of the City and take administrative actions reasonably necessary to implement it, including coordinating project work and matching contributions, submitting reimbursement requests, receiving grant funds, maintaining required records, and completing progress reports, final reporting, and grant closeout.
4. **Section 4. Effective Date.**
   This resolution takes effect immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City of Durham, Washington County, Oregon this 27th day of October 2026.

CITY OF DURHAM
BY:

_____
Joshua Drake, Mayor

ATTEST:

_____
Jordan Parente, City Administrator / Recorder

DRAFT

Tualatin River Environmental Enhancement (TREE) Grant Agreement

This grant agreement is between the Tualatin Soil and Water Conservation District (TSWCD) and City of Durham (Grantee).

PROJECT NAME: Durham Riparian and Urban Forest Habitat Enhancement Project

PROJECT NUMBER: G202701-88

CONTACT NAME: Jordan Parente

AWARD AMOUNT: $78,812.00

AWARD DATE: 10/02/2026

PROJECT DURATION: This grant agreement will remain in effect for 3 years from the date of signing the grant agreement.

PURPOSE

The purpose of this document is to clarify the respective roles and commitments of the TSWCD and Grantee in carrying out a cost share project funded by the TSWCD's TREE Grant Program.

The goal of the TREE Grant Program is to promote conservation within the Tualatin River watershed community through funding projects that demonstrate a clear public benefit in one or more of the following areas: water quality, water quantity, soil health and erosion, invasive species management, fish and wildlife habitat, and forest health.

PROJECT LOCATION

Located in the Tualatin River watershed, at the following location:

PROJECT ADDRESS: Durham City Park (Taxlot ID: 2S113CB07700); Durham Treed Lot (Taxlot ID: 2S113CA09202); Greenspace adjacent to Tualatin View Apartments (Taxlot ID: 2S124AB01701)

PROJECT DESCRIPTION

This project will support habitat restoration efforts on three city properties (Durham City Park, Durham Treed Lot, and Greenspace adjacent to Tualatin View Apartments). Project methods include invasive species removal, proactive insecticide stem injections in select Oregon ash trees to protect against the Emerald Ash Borer, removing unhealthy and hazardous trees, creating native habitat piles, and replanting native plants and trees. Volunteers will be engaged in invasive species removal and native planting events.

PROJECT TASKS AND TIMELINE: See details in grant application (attached).

PROJECT COSTS: TSWCD will provide funds in the amount of $78,812.00 for the Durham Riparian and Urban Forest Habitat Enhancement Project project on a reimbursement basis. TSWCD funding will not exceed this amount. The Grantee will match this commitment with cash and/or in-kind totaling at least 25 percent of the award amount. See details in grant application.

EXPENDITURE OF FUNDS: This grant is made for the purpose outlined in the grant application and amount listed in the award letter and may not be expended for any other purpose without TSWCD prior written approval.

ROLES AND RESPONSIBILITIES

A. TSWCD commits to:

1. Providing funds on a reimbursement basis upon successful completion of tasks, up to a maximum of $78,812.00 as described in the attached application budget. TSWCD will reimburse approved actual expenses, which must be documented with copies of bills, invoices, and/or receipts. TSWCD will hold back payment of 10% of the dollar amount awarded until the final report has been received and accepted by TSWCD.
2. Providing all necessary documents for reporting project progress and financial information.
3. Remaining available for consultation with the Grantee as problems arise and attempt to address any project-related concerns.
4. Providing review and recommendations to Grantee regarding the project to ensure success and implementation of conservation activities related to the project.
5. Making reasonable accommodation of Grantee requests and secure Grantee permission before arranging any access or educational visits to the project .
6. Designating primary contacts, which are Jen Shih - (503)-501-7738, and Charlotte Trowbridge - (503)-277-3709. Both contacts can be reached using grants@tualatinswcd.org.

B. The Grantee commits to:

1. Completing project according to the timeline and specifications detailed in the grant application (attached).
2. Complying with the project budget outlined in the grant application (attached).
3. Providing reports and records, including project updates and match form(s), to TSWCD for the duration of the agreement, as stated in the grant application. This includes:
    a. Keeping a record of all receipts and expenditures relating to this grant. No project expenses incurred before the grant agreement is signed by both parties will be reimbursed by TSWCD.
    b. Providing TSWCD with an interim report annually beginning one year after the project start date (date grant agreement is fully signed).
    c. Providing TSWCD with a final written report summarizing the project no later than 45 days after the end of the project. Requests/documentation received after that time may not be processed.
4. Providing access to designated TSWCD primary contact to review and monitor the Project. Advance notice of site visits can be provided if the Grantee indicates such a preference.
5. Removing any man-made debris from the project area.
6. Notifying TSWCD in future years if the project is at risk.
7. Providing public recognition of TSWCD's support of the project and allowing promotion of the project in TSWCD's outreach materials and presentations. Public recognition and promotion may include: mention of TSWCD on the Grantee's website or newsletter; listing of TSWCD as a sponsor on brochures or signage; verbal announcement of TSWCD support at any events; installation of a TSWCD project sign (provided by TSWCD) along the road or in/near the project area; and participation in TSWCD educational activities related to the project (e.g. tours of the property) to promote TSWCD's assistance program and share experiences with other landowners/entities.

TERMS AND CONDITIONS

1. Each signer on the Agreement must be authorized to represent their entity and to sign contracts on its behalf.
2. Project eligibility, approval or denial of Applications, and dollar amounts awarded will be determined at the discretion of the Tualatin Soil and Water Conservation District.
3. Funds can be used toward matching other grant/project funds.
4. Payments may be considered by the IRS to be reportable income. Grantees who receive TSWCD funding will be required to complete an IRS W-9 form. If applicable, TSWCD will report the income to the IRS and to the Grantee on a 1099 form. The Grantee should consult a tax advisor regarding income reporting requirements and whether project-related expenses may be included as deductions on the Grantee's tax returns to offset this income.
5. By signing the Grant Agreement, the Grantee certifies that:
    a. TSWCD funds will be used only for the purposes approved by TSWCD and will not be used for lobbying, for attempts to influence voting or legislation, or for litigation of any kind.
    b. The project/event will comply with TSWCD's non-discrimination policy.
    c. Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Grantee agrees to be responsible for its own actions and for any damage or third-party liability arising from the Grantee's activities related to its agreement with TSWCD. It agrees to indemnify and hold harmless TSWCD and its officers, directors, agents, and employees from any and all losses, claims, damages, and expenses resulting from, or arising out of, the acts or omissions of the Grantee and its officers, directors, agents, and employees under the agreement.
    d. The Grantee agrees that obtaining permits, if needed, is the responsibility of the Grantee. TSWCD is not responsible for the safety of organizers or participants in the project/event, or for providing insurance coverage. The Grantee is advised to ensure that adequate insurance coverage is obtained for the project/event.

Authorized Grantee Representative **Date**

Kelly Dawes 2026-10-15

Tualatin Soil and Water Conservation District Designee **Date**

Attachments: Grant Application (including budget and match)

Title

Durham Riparian/Forest Habitat Enhancement Project

08/16/2026

id. 54885822

by **Jordan Parente** in **TREE - Tualatin River Environmental Enhancement Grant (Full Application) - 08/15/2026**

cityofdurham@comcast.net

Original Submission

08/16/2026

Score	n/a
Project Title	Durham Riparian/Forest Habitat Enhancement Project
SECTION 1. APPLICANT INFORMATION	
Applicant organization name	City of Durham
Applicant type	Government
Website	www.durham-oregon.us
Contact person	Jordan Parente
Contact person title	City Administrator
Contact person phone number	+15036396851
Contact person mailing address	17160 SW Upper Boones Ferry Road Durham OR 97224 US 45.39568 -122.754593
Contact person email address	j.parente@durhamoregon.gov

Is the contact person listed above the project manager?	Yes
Briefly describe your organization's mission, services, and communities served.	The City of Durham provides local government services to residents, businesses and visitors in an efficient and effective manner. These services include streets, parks, and permitting services, as well as police, water and storm/sanitary services through contracted intergovernmental agreements. Durham Oregon is in the Portland Metropolitan area and approximately half a square mile in size and home to approximately 2,000 residents. Despite its small size, Durham plays an important ecological role in an urban environment. The City has over 50 acres of public parks, greenspace and public land, making it a popular location for residents and visitors to connect with nature. Tree preservation ordinances have been in place for over 50 years, which is the reason for its iconic tree canopy. Further, Durham plays a vital role in the region's watershed, as Fanno Creek empties into the Tualatin River at the south end of Durham City Park.
SECTION 2. PROJECT DESCRIPTION	
Provide a brief project summary.	This project will play a vital role in bringing environmental awareness and stewardship to generations of residents in Durham, Oregon and its visitors from around Washington County. The funding provided will give Durham residents a front row seat to an amazing ecological restoration and water quality enhancement projects that involves removing invasive species from a publicly owned parcel, reintroducing native species and protecting local waterways critical to our region. This work will engage residents and potentially motivate neighboring property owners by means of setting a good ecological example. The project also involves treating Durham's Oregon Ash trees for Emerald Ash Borer beetle and replanting riparian lands with native species. These caretaking measures will not only maintain and improve ecology and waterways but will also set a good example of positive land stewardship for both public and private neighboring landowners.
Indicate which natural resource conservation topics will be addressed through this project (check all that apply).	Habitat conservation Soil and water conservation
Briefly indicate how this project will address habitat conservation.	Treat invasive vegetation and replant with native varieties on public land and selectively remove/manage ash trees that are unhealthy, hazardous, or unlikely to be suitable for long-term retention.

Briefly indicate how this project will address soil and/or water conservation.	Water quality will improve by planting native vegetation along Fanno Creek and the Tualatin River, increasing shade, bank stability, and natural filtration before stormwater reaches local waterways.
Provide a detailed project plan.	Project Plan There are three distinct components to the City of Durham's project plan, that together aim to improve the City's natural ecology and improve the local waterways that are an integral part of the region's hydrology. The first project is to restore Durham Treed Lot where invasive vegetation is suppressing native understory, limiting natural regeneration, and reducing habitat quality. TREE Grant funding would allow the City to address these connected forest health and habitat issues through one coordinated project. The second component involves enhancements to Durham Park, where the Emerald Ash Borer (EAB) poses a significant threat to the Oregon ash trees that dominate Durham's floodplain and riparian areas. Oregon ash that provide shade, wildlife habitat, bank stability, and stormwater filtration benefits. Without early treatment, selective management, transition planting, and long-term monitoring, Durham risks losing significant portions of its riparian canopy. This project includes measures to slow the erosion of the Fanno Creek embankment. The third component is to take measures to mitigate the effects of the EAB on a public greenspace along the Tualatin River. This TREE grant and City match funds allows Durham to hire a restoration contractor to complete a three-part habitat enhancement project, that is supported by partner agency Clean Water Services, and Durham residents volunteer service. Project 1: City Treed Lot SW Upper Boones Ferry Road Upland Forest Restoration The City owns an approximately 3.75-acre forested lot along SW Upper Boones Ferry Road between SW Rivendell Drive and SW Willowbottom Way. The site includes a neighborhood walking path and has generated community interest in habitat improvement. The perimeter contains native ornamental and understory vegetation such as azaleas, rhododendrons, and dogwoods, and the site is dominated by mature Douglas-fir trees and some Big-leaf maple trees. However, invasive trees and shrubs have spread throughout the lot. These include: Portuguese laurel, wild cherry, English hawthorn, English holly, Himalayan blackberry, and English ivy, which have overtaken remaining native sword fern and suppressed native understory regeneration. Using a combination of stump-cut treatments and foliar herbicide application the invasive removal will take place in two phases. During the first phase, all invasives up to a 50 ft buffer to the west property lines will be treated. 500 larger container stock understory and successional tree species will be planted in this initially cleared area to provide instant habitat replacement for the removed invasive midstory canopy. Approximately 2000 understory herbaceous plugs and 500 native bare-root shrubs will be installed in these cleared areas. The second phase will begin in the winter of 2028, removing the final 50 ft of invasives. In late 2029, a final purchase of native plants will be made which will be installed with the help of resident volunteers in the buffer area. This work will shift the forest floor from an invasive-dominated condition toward a more diverse native understory, improve habitat value, reduce

accumulated invasive biomass, and help establish future generations of native canopy and understory plants.

Project 2: Durham Park Riparian Forest Resilience and Oregon Ash Management
Durham Park is an approximately 48-acre public park and natural area located where Fanno Creek meets the Tualatin River. The project will take place in various locations throughout Durham Park on two parcels that are 38 acres combined. Selective ash tree management in fall 2026, including pruning or removal of unhealthy ash trees along the main public path and field by the City's arborist, restoration contractor, or another qualified tree contractor. Removed ash trees will be stump treated, bucked, chipped to less than one inch where appropriate to reduce EAB risk, and hauled off site when necessary. The City will immediately begin replanting removed ash with a variety of native trees to replace lost canopy.

In spring 2027, the City will complete EAB stem injections on approximately 12 selected Oregon ash trees at Durham Park that provide critical shade and remain suitable for retention. A second round is planned in spring 2029, depending on tree condition and available project funding. The City will also plant native bare-root trees and riparian species in the park to begin establishing successor canopy and floodplain vegetation.

The Durham Park component also includes installation of approximately 250 feet of split-rail fencing along Fanno Creek. The fencing will help guide park visitors away from sensitive streambanks, reduce trampling, and support restoration plantings. The fencing quantity has been reduced from the 500 feet referenced in the Clean Water Services letter of support to 250 feet to align with the refined project budget and priority installation area.

Project 3: City Greenspace / Tualatin View Riparian EAB Management
The City owns a 4.2-acre public greenspace adjacent to Tualatin View Apartments with approximately 2,000 feet of Tualatin River frontage. The area is accessible through and generally maintained by the adjacent Tualatin View Apartments, which include 216 affordable housing units. The housing complex site contains small to medium Oregon ash trees and provides an important riparian connection along the Tualatin River.

The project will include spot spraying along the waterfront to create room for successional forest planting and ash stem injections. In spring 2027, the City will complete EAB stem injections with Emamectin Benzoate or another effective EAB treatment, on approximately 3-6 selected Oregon ash and fall vulnerable ash trees along this corridor as a method to attract and kill EAB. The fallen ash will be replanted with approximately 1,000 bare-root native plants at this site to support ash transition and establish a more diverse native riparian trees, including species such as Pacific willow, Oregon White oak, incense cedar, and other appropriate native or climate-resilient riparian species. These activities will help Durham slow the spread of EAB in high-value public riparian areas while planting successor species that will maintain shade, habitat, and water quality benefits over time.

Together, the three distinct components of this project at the City's Treed

	Lot, at Durham Park and at the greenspace adjacent to Tualatin View demonstrates to Durham's residents, and neighboring cities and private property owners that the this small city is serious about ecological enhancement and improved water quality issues. Through good forest management practices and by addressing ash tree transition, Durham will improve its urban forest ecosystem and waterways by taking measures to slow erosion of Fanno Creek and ensure the retention of riparian canopy in Durham Park and along the City's greenspace along the Tualatin River.
Are there any parts of the plan that are still under development?	Yes
Which parts of the plan are still being developed?	The City is continuing to refine site-specific restoration prescriptions, planting palettes, and treatment sequencing in coordination with Tualatin SWCD staff, Clean Water Services, the City's contract arborist, Ash Creek Forest Management or another qualified restoration contractor, and community partners. Final decisions about Oregon ash treatment, removal, and replacement planting will be based on tree condition, site access, EAB best practices, riparian permitting considerations, and available project funding. The City expects EAB response and ash transition work to continue beyond the grant period. TREE funding would allow Durham to begin implementation in high-priority public natural areas while establishing a framework for future monitoring, treatment, and replanting. Additionally, the City hopes to utilize the TREE funding to leverage other grant funding opportunities that will expand upon the work started by the TREE grant.

Provide a project timeline.	Timeframe Work Fall 2026 – Winter 2027 Finalize project scope, restoration prescriptions, planting plans, contractor coordination, and volunteer event planning. Begin Willowbottom invasive tree cutting and habitat pile creation. Complete Durham Park ash removal, chipping, and replacement shade tree planting. Begin site-preparation spraying at Durham's Treed Lot. Spring 2027 Complete spot spraying at Tualatin View to prepare for riparian planting and ash stem injections. Complete Treed Lot spot treatment. Complete EAB stem injections on approximately 12 selected ash trees at Durham Park and approximately 3-6 selected ash trees adjacent to Tualatin View Apartments. Summer – Fall 2027 Continue Treed Lot invasive species treatment and spot spraying. Reserve native plant materials from nursery for winter planting. Prepare riparian planting areas and split-rail fencing alignment. Fall 2027 – Winter 2028 Install large container plants and plugs at Treed Lot, including volunteer installation of approximately 200 large container plants. Install bare-root plantings at Treed Lot, Durham Park, and greenspace adjacent to Tualatin View Apartments. Install approximately 250 feet of split-rail fencing at Durham Park. Spring – Fall 2028 Monitor plant establishment, complete volunteer ivy work, continue invasive species follow-up at Treed Lot, and replace failed plantings as needed. Continue stewardship and documentation. Fall 2028 – Summer 2029 Complete second-year maintenance, supplemental invasive tree cutting, bucking, habitat pile creation, spot treatment, and ongoing project documentation. Complete additional volunteer ivy work. Begin phase II of Treed Lot and second round of EAB injections on priority trees. Spring – Summer 2029 Complete planned EAB stem injections on approximately six additional selected ash trees at Durham Park and approximately six selected ash trees at greenspace adjacent to Tualatin View. Purchase and install supplemental #1 container plants at Treed Lot with volunteer assistance. Prepare final documentation and reporting.

List your project partners (groups or people). Briefly describe their role in planning and implementing the project. Why were they selected as partners?	Clean Water Services (CWS) - CWS is a local government agency and has historically worked with the City to maintain the riparian canopy in Durham Park, as required by its environmental permitting. CWS' Durham Plant is located in Tigard, adjacent to Durham Park, and releases treated sewage water into Fanno Creek in Durham. CWS approached Durham over a year ago to begin discussions on planning for replacement riparian canopy. It is anticipated that CWS may be able to contribute resources, like planting materials, for this project, however, is unable to commit resources at this time. Durham Residents - Approximately two years ago, Durham resident Mallory Fuller approached the City of Durham to begin restoration work in Durham's Treed Lot. Since that time, she and other residents have held weed pulling events to remove invasive species from along the pathway through the Treed Lot and perimeter street-fronts. The City is excited to accelerate the outcomes desired by this motivated citizen group. Ash Creek Forest Management - Tualatin Soil and Water Conservation District provided Ash Creek as a potential contractor to complete this work. After speaking talks with some potential contractors, Ash Creek appeared as a front runner. Brad Burke from Ash Creek met with Durham's City Administrator and helped to fill in the missing pieces of the formulated plan. They have been chosen as a frontrunner because of their reputation in this area and a track record of successful projects in this area.
What outcomes do you expect to achieve? Provide clear metrics you will use to measure project success.	The City expects to achieve the following measurable outcomes: • Treat approximately 12 selected Oregon ash trees at Durham Park in 2027 and in 2029, depending on tree condition and final treatment priorities. • Treat approximately 3-6 selected Oregon ash trees at the greenspace adjacent to Tualatin View Apartments in 2027 and 2029. • Remove or manage unhealthy or hazardous ash at Durham Park and by a qualified tree contractor. • Treat approximately 3.5 acres of invasive vegetation at the City's Treed Lot along SW Upper Boones Ferry Road through repeated cutting, spraying, spot treatment, and follow-up management. • Create native habitat piles from cut invasive trees where feasible. • Purchase and install approximately 2,000 plugs, 500 #2 container plants, 150 #1 container plants, and approximately 2,000 bare-root plants across the project sites. • Install approximately 250 linear feet of split-rail fencing at Durham Park to reduce creek bank trampling and erosion. • Begin restoration of the 4.2-acre greenspace adjacent to Tualatin View and approximately 2,000 linear feet of Tualatin River frontage through ash treatment, invasive vegetation control, and riparian replanting. • Engage volunteers in ivy removal, large container installation, and supplemental planting events. • Track project expenditures, volunteer hours, contractor work, planting quantities, treated ash trees, treated invasive areas, and photo-point monitoring before and after implementation.

How will you ensure that this project has lasting impacts? Describe plans for project monitoring and maintenance.	The project will have lasting impacts because it combines immediate EAB response with long-term canopy transition, invasive species control, and native habitat restoration. Treated Oregon ash trees will be monitored for canopy condition and signs of EAB stress. New plantings will be monitored for survival, browsing, drought stress, and competition from invasive vegetation. The City will use contractor reports, arborist recommendations, staff inspections, volunteer event records, and photo documentation to track project progress. The Ash Creek scope includes multiple years of follow-up treatment at the Treed Lot, including site-preparation spraying, spot treatment, repeated invasive species treatment, and supplemental plant installation. After installation, Durham will continue establishment care through watering where feasible, invasive species follow-up, replacement planting as needed, and coordination with restoration partners. The City will also continue to coordinate with Clean Water Services where project work occurs in cooperatively managed floodplain or riparian areas at Durham Park and along the Tualatin River.
What are the community benefits of this project? Describe if/how any underserved populations or vulnerable communities benefit from this project. Describe any environmental and/or community health benefits it provides for the members of the Washington County community.	The project will provide direct community benefits by improving public natural areas that are accessible to Durham residents, park visitors, and residents of nearby multifamily and affordable housing. Durham Park serves as a major local natural area where Fanno Creek meets the Tualatin River. The City's Treed Lot provides a neighborhood walking connection, and the greenspace adjacent to Tualatin View Apartments provides access to the Tualatin River for residents of 216 affordable housing units. The project will improve habitat for birds, pollinators, and other wildlife; retain and replace vulnerable Oregon ash canopy; reduce invasive vegetation; improve riparian shade; slow bank erosion; and support healthier stormwater and creek conditions. Volunteer planting and stewardship events will also give Durham residents a direct role in caring for local natural areas.
How will Tualatin SWCD's support of this project be recognized?	The City will recognize Tualatin SWCD support on the City's website, in City Council materials, in project updates, and at volunteer planting or stewardship events. Where appropriate, the City will also include Tualatin SWCD recognition on temporary or permanent project signage and will coordinate with TSWCD regarding outreach materials, site visits, photographs, and public education opportunities.

Is this project eligible for other sources of funding? Explain the impact that TREE grant funding will have on the overall success of the project.	TREE grant funds are critical to making this project happen. The City has an extremely low property tax rate of $0.49 per $1,000 of taxable value and does not have the discretionary funding needed to otherwise complete this project on its own. Match funds will be provided by way of City funds and volunteer efforts. The City anticipates that additional match funding may be provided, in kind, by partner agency CWS by means of native planting stock. Ash Creek has also committed some match funds to lower the City's costs of completing the project. In addition, the City may be able to further leverage a successful TREE grant to be competitive in future grants that will bring further enhancements to the City's waterways.
SECTION 3. PROJECT LOCATION	For on-the-ground projects, we require information about the physical property and the land ownership. If the proposed project does not include an on-the-ground component, you will be asked to provide a general description of where the work is being done.
Is this an on-the-ground project (i.e. has a specific location)?	Yes
Expected project size (acres)	Three parcels total. One project is the majority of a 3.75 acre publically owned parcel, various locations throughout the two largest parcels of Durham Park that are 38 acres combined and portions of a 4.2 acre publically owned greenspace.
Does this project include multiple properties?	Yes (multiple properties)

Upload a document with a list of all project sites and contact information (names, addresses, phone numbers) for all landowners.

Property_Details_Durham_Properties.pdf

Treed_Lot_Wa_Co_Property_Detail.pdf

Durham_Park_Wa_Co_Property_Detail.pdf

Greenspace_Wa_Co_Property_Detail.pdf

Are the project sites owned by someone other than the applicant organization?	No

SECTION 4. BUDGET	The requested funding amount must be between $5,000 - $100,000. For requests less than $5,000, please consider applying for our TWIG Grant Program. Tualatin SWCD requires 25% match funding for TREE Grant projects. Matching funds come from other grants, cash donations, donated labor or services, and donated supplies or materials. Evidence of secured match will be requested in the grant final report. The budget table can be expanded to full screen by clicking on the double arrow icon in the upper right corner of the table.

Budget

TREE Budget Table.xlsx

Budget explanation (optional)	The proposed budget is based on the Ash Creek Forest Management scope and additional non-Ash Creek work and match. The Ash Creek estimate totals $78,812 and includes invasive tree cutting and habitat pile creation at the City's Treed Lot; multiple rounds of herbicide and spot treatment; EAB stem injections at Durham Park and at the greenspace adjacent to Tualatin View Apartments; plant purchase and installation; mobilization; and project management. Ash Creek's discounted unit pricing provides $4,657 in match. Additional non-Ash Creek work totals $15,253 and includes partial costs for removal of hazard and invasive trees at the Treed Lot and Durham Park and partial costs for the installation of split-rail fencing. The City will provide substantial match by contributing project management time, and coordinating volunteer work for ivy removal and planting. Funding for the City will be from the Parks Maintenance and Arborist funds on page 15 of the attached City Budget. The total grant project is estimated at $98,721, with total match of $19,909, meeting the 25 percent match requirement.
Total funding requested	78812
Total matching funds provided	19909

Evidence of secured match

Adopted_Budget_FY2026-27.pdf

Ash_Creek_Quote.pdf

SECTION 5. SUPPLEMENTAL DOCUMENTS	Supplemental documents, including maps, photos, letters of support, and site plans, are considered during the review process. All applicants are welcome and encouraged to provide additional documents that help describe the proposed project.

Site map

Project_Site_Map.pdf

Photos

Treed_Lot_Pictures.pdf

Durham_Park_Pictures.pdf

Greenspace_Tualatin_View_Pictures.pdf

Letters of support

LOS_-_City_of_Durham.docx.pdf

LOS_Resident_Letter_of_Support_for_Durham_TREE_Grant.pdf

LOS_Ash_Creek_Forest_Management.pdf

Additional documents

2026-08-15_Durham_TREE_Grant_Support_Memo.pdf

SECTION 6. APPLICANT SIGNATURE	By typing your full name below, you (the applicant) are certifying that the above information is true and accurate. Your typed signature certifies that your agency/organization will abide by the terms outlined in the Tualatin River Environmental Enhancement Grant guidelines and instructions. The person signing below must be authorized to represent their agency/organization and submit grant applications on its behalf.
Please type your full name below.	Jordan Parente

Project Expenses *(payroll, contracted services, materials & supplies, travel, volunteer labor, etc.)*	**TSWCD Funds Requested**	**Matching Funds** *(cash, in-kind, materials)*	**Source of Match** *(name of org)*	**Comments**	**Totals**
Treed Lot & Durham Park Contracted Service, 136 hours Hourly Stump Cutting	10240.00	704.00	Ash Creek Forest Management Match Rate	Cut invasive trees across site. Leave 50ft buffer to assist with noise. Prioritize English Laurel, Wild Cherry, English Hawthorn, English Holly and Ash at Durham Park.	10944.00
Treed Lot & Durham Park Contracted Service, 144 hours Hourly Labor	10680.00	720.00	Ash Creek Forest Management Match Rate	Pile all weedy trees across site into native habitat piles and Ash at Durham Park	11400.00
Durham Park Materials Rental 1 High Powered Chipper	1200.00			Chip to less than 1"	1200.00
All sites, Contracted Services, install native bare root plants and containers	1700.00	353.92	Ash Creek Forest Management Rate		2053.92
All sites, Contracted Service Project Management 36 hours @ $100 per hour	3600.00	1800.00	Ash Creek Forest Management Rate	Management of large complex project	5400.00
Durham Park 4 Shade Tree Materials Purchase @ $250 each	1000.00	0.00		Purchase four large replacement shade trees for Durham Park Off-leash area to replace removed ash trees	1000.00
Durham Park, Contracted Service, Install shade trees 4 hours	1024.00	0.00		Labour to plant 4 large shade trees	1024.00
Treed Lot, Contracted Service, Spray by acre for 3.5 acres @ $550 per acre	4025.00	455.00	Ash Creek Forest Management Match Rate	Site prep spray on all himalayan blackberry and english ivy across site.	4480.00
Greenspace adjacent to Treed Lot & Tualatin View Apts, Contracted Service, Spray by hour for 48 hours @ $75 per hour	3600.00	192.00	Ash Creek Forest Management Match Rate	Spot spray treed lot and across waterfront to create room for successional forest planting and ash stem injections.	3792.00
Durham Park Materials Purchase, 250' Split rail fencing @ $20 per foot	4500.00	500.00	City of Durham	Parks maintenance Budget	5000.00
Durham Park & Greenspace, Contracted Service, EAB Stem chemical injections 864 inches at $12 per inch	10368.00	432.00	Ash Creek Forest Management Match Rate	Perform stem injections on 12 selected Ash Trees that provide critical shade. Average DBH of injection tree is 24".	10800.00
Durham Park, Contracted Fence Install	2500.00	1250.00	City of Durham	City of Durham contracted public works	3750.00
Treed Lot and Durham Park Contracted Tree Removal @ $4500 per day for 3 days	13000.00	500.00	City of Durham	City Arborisdt Budget for removal of large wild cherry and hazard ash pruning/removal	13500.00
Treed Lot, Materials Purchase 2,000 native understory plugs @ $1 each	2000.00			Purchase plugs to replace understory	2000.00
Treed Lot, Materials Purchase 650 native containers 500 @ $15 each, 150 @ $8 each	8700.00			Purchase midsized containers grown into extra large plants for buffer planting.	8700.00
Treed Lot, Materials Purchase 500 bare roots @ $1.35 each	675.00				675.00
Volunteer planting 350 containers		2900.00	Durham Residents	Installing 350 container plants during planting events	2900.00
Volunteer Tree Ivy Work 72 hours at $36.14 per hour		2602.08	Durham Residents	Large Ivy removal and maintenance events	2602.08
Total Direct Project Expenses	***78812.00***				***91221.00***
Administrative/Indirect Costs (limited to 15% of TSWCD funds requested)		7500.00	**City of Durham**	**Administering grant, contractor and volunteers 50 hours at $150 per hour**	7500.00
TOTAL FOR GRANT PROJECT	**TOTAL TSWCD FUNDS**	**TOTAL MATCH**	**% Match** (≥ 25% of requested funds)	**% Administrative/Indirect** (≤ 15% of requested funds)	**PROJECT TOTAL**
	78,812.00	19,909.00	25.26	0.00	98721.00