



CITY COUNCIL AGENDA
December 11, 2017, 6:30PM

Regular Meeting
 CITY COUNCIL CHAMBERS, CITY HALL
 29592 ELLENSBURG AVE
 GOLD BEACH OR 97444

Call to order: Time: _____

1. **The pledge of allegiance**
2. **Roll Call:**

	Present	Absent
Mayor Karl Popoff		
Council Position #1 Melinda McVey		
Council Position #2 Larry Brennan STARTING VOTE		
Council Position #3 Becky Campbell		
Council Position #4 Doug Brand		
Council Position #5 Tamie Kaufman		
City Administrator Jodi Fritts		
Student Liaison VACANT		

3. **Special Orders of Business:**
 - a. Swearing in Police Officer, Andrew Neason
 - b. Student Liaison Candidate: Ashlee Wood

4. **Consent Calendar:**
 Transcripts from: August 2015 and November 2017 regular Council meetings
(sent in separate packet)

5. **Citizens Comments**
As presented to the Mayor at the beginning of the meeting

6. **Public Hearing**
THE COUNCIL WILL BRIEFLY SUSPEND THE REGULAR COUNCIL MEETING TO MEET AS THE GOLD BEACH URBAN RENEWAL AGENCY. FOLLOWING THE BRIEF URA MEETING THE REGULAR COUNCIL MEETING WILL RESUME
 - a. Review of GB Mainstreet grant application

7. **Citizen Requested Agenda Items**
 None Scheduled

The City of Gold Beach is dedicated to enhancing quality of life, while promoting health, safety, and welfare of our citizens, businesses, and visitors in the most fiscally responsible manner. In doing this, the City will respect the past, respond to current concerns, and plan for the future, while maintaining environmental sensitivity in our beach oriented community

8. Public Contracts and Purchasing

None Scheduled

9. Ordinances & Resolutions

R1718-10 Charter Cable Franchise resolution

10. Miscellaneous Items (including policy discussions and determinations)

- a. Buffington Park Garden Policy from Councilor Campbell
- b. Verify MJ January Workshop date and URA Quarterly meeting dates
- c. Review of possible street survey questionnaire

11. City Administrator's Report

To be presented at the meeting

12. Mayor and Council Member Comments

- a. Mayor Karl Popoff
- b. Councilors
 - 1) Melinda McVey
 - 2) Larry Brennan
 - 3) Becky Campbell
 - 4) Doug Brand
 - 5) Tamie Kaufman

13. Citizens Comments

As permitted by the Mayor

14. Executive Session

None Scheduled

The next regularly scheduled City Council meeting is **Monday, January 8, 2018, at 6:30PM** in the Council Chambers of City Hall, 29592 Ellensburg Avenue, Gold Beach, Oregon.

15. Adjourn Time: _____

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SPECIAL ORDERS OF BUSINESS



Gold Beach

SECTION 3.

Special Orders of Business

GOLD BEACH CITY COUNCIL AGENDA REPORT

Agenda Item No. **3 a.**

Council Meeting Date: December 11, 2017

TITLE: Police Officer Andrew Neason Swearing In

SUMMARY AND BACKGROUND:

Police Officer Andrew Neason began working for us last month. This is the first Council meeting opportunity for the Mayor's swearing in of Officer Neason. Mayor Popoff will recite the brief oath from the City's Charter.



SECTION 3.

Special Orders of Business

GOLD BEACH CITY COUNCIL AGENDA REPORT

Agenda Item No. **3 b.**

Council Meeting Date: December 11, 2017

TITLE: Student Liaison Position

SUMMARY AND BACKGROUND:

It has been some time since we have had the Student Liaison position filled. Our Work Experience Student, Ashlee Wood, has been working in the front office and with the Police Department Office Manager since school began this year. She has attended a few of our council meetings and is interested in serving as the Student Liaison.

Ashlee is the daughter of Sergeant Tracy Wood and Kim Wood. She is life-long resident of Gold Beach and is currently a Senior at GBHS. For her Senior Project she organized and worked the annual Drug Take Back Day (for safe disposal of unused prescription drugs) in October. Ashlee will be present at the Council Meeting if the Mayor decides to appoint her.



CONSENT CALENDAR

MEETING TRANSCRIPTS

AUGUST 2015

NOVEMBER 2017



URBAN RENEWAL AGENCY PACKET

GOLD BEACH URBAN RENEWAL AGENCY AGENDA
December 11, 2017
(Convened during regular Council Meeting)

The Gold Beach City Council, acting as the GB Urban Renewal Agency, will meet briefly to discuss a grant request from the Gold Beach Mainstreet group. Following the brief URA meeting the Council will reconvene the regular Council meeting.

Call to order: Time: _____

1. Roll Call:

MEMBERS & Staff	Present	Absent
CP 1 Melinda McVey		
CP 2 Larry Brennan		
CP 3 Becky Campbell		
CP 4 Doug Brand		
CP 5 Tamie Kaufman CHAIR		
AP 1 Vacant		
AP 2 Summer Matteson-Kinney VICE-CHAIR		
AP 3 Beth Barker-Hidalgo		
AP 4 Vacant		
Mayor Karl Popoff		
Administrator Jodi Fritts		

2. Review and Discuss GB Mainstreet Grant Request (agenda report on next page)

3. Adjourn Time: _____



Public Hearing – Urban Renewal Agency

GOLD BEACH URA AGENDA REPORT

Council Agenda Item No. 6. a.
URA/Council Meeting Date: December 11, 2017

TITLE: Gold Beach Mainstreet Grant Request

SUMMARY AND BACKGROUND:

Attached is the grant request from the Gold Beach Mainstreet group. In prior meetings it was determined that the Mainstreet group would be the group heading up a portion of the Streetscape Improvements part of Urban Renewal Plan.

**GOLD BEACH URA FUNDING REQUEST
PROJECT INTAKE FORM**



NAME OF APPLICANT/OWNER Gold Beach Main Street		DATE RECEIVED	
MAILING ADDRESS P.O. Box 1203 Gold Beach, Oregon		PHONE # [REDACTED]	
BUSINESS OR ORGANIZATION NAME Gold Beach Main Street		EMAIL ADDRESS OF CONTACT [REDACTED]	
PROPERTY OWNER INFO IF DIFFERENT THAN APPLICANT Curry County John Rush			
PROPERTY ADDRESS AND ASSESSOR MAP/TL #			
BRIEFLY DESCRIBE YOUR PROJECT PROPOSAL—ATTACH ADDITIONAL SHEETS IF NEEDED Project would be dedicated to streetscape improvements directly adjacent to the west and east side of Hiway 101, also located in the urban renewal district boundary. Location #1 would be a new landscaping design in front of the Curry County Courthouse. (see attached page #1). Second location would be the front side of the Rush Building (see attached page #2)			
TOTAL PROJECT COSTS (SEE ATTACHED WORKSHEET) 21,000 ⁰⁰ =	ESTIMATED START DATE 2/2018	ESTIMATED COMPLETION DATE 6/2018	AMOUNT OF URA FUNDING REQUEST 21,000 ⁰⁰ =
By my signature, I certify that I am the owner, or have the owner's consent/authorization to apply for URA funding on the above referenced property. By my signature I certify that the information provided herein is correct. I certify that all provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. By signing this application form I acknowledge that I am granting the City of Gold Beach staff or their agent(s) authorization to enter onto the subject property for the purposes related to this proposal.			
APPLICANT SIGNATURE Cher M'Naire		DATE 11/20/17	

Which projects and/or goals from the Gold Beach Urban Renewal Plan does your project support, and how? Gold Beach Main Street is dedicated to improving the streetscape portion of the UR plan. There two major projects that we, GBMS, would like to submit to the UR committee to begin this process. Both projects would improve the aesthetics of our main street in Gold Beach.

How does this project mitigate, reduce, or remove blight within the UR District? Our goal is to reduce and remove blight from the U.R. district by replacing and adding to areas in need of improvement. The plan includes landscaping, adding benches and patio slabs to main focal points in town.

ESTIMATED COSTS (ITEMIZED) <i>(Try to generally group proposed expenses)</i>		PROPOSED SOURCES OF FUNDING	
Professional Services	\$ 5,000 -	CASH	\$ /
Building Materials	\$ 5,000 -	Private Loans	\$ /
Permitting	\$ 8	Commercial Loans	\$ /
OTHER (list) plants, trees, rock	\$ 3,000 -	State grants/loans	\$ /
OTHER benches	\$ 8,000 -	Other (specify)	\$ /
OTHER	\$	Other	\$ /
TOTAL PROJECTED PROJECT COSTS	\$ 21,000⁰⁰	URA FUNDING REQUEST (this request)	\$ 21,000⁰⁰
Have you received URA funding previously YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, briefly summarize:		TOTAL PROJECTED FUNDING	\$ 21,000⁰⁰

Please include the following with this intake request:

- Current building/property photographs
- Detailed narrative and visual description of the proposal, including site plan
- Any support letters or statements from other funders or project partners



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ORDINANCES & RESOLUTIONS



SECTION 9.

Ordinances & Resolutions

GOLD BEACH CITY COUNCIL AGENDA REPORT

Agenda Item No. **9. a.**

Council Meeting Date: December 11, 2017

TITLE: Resolution R1718-10 Charter Franchise Agreement

SUMMARY AND BACKGROUND:

We have had at least two executive sessions on the Charter cable franchise agreement (one in the summer of 2015 and the most recent at the beginning of 2017). Our law firm, Local Government Law Group, and attorneys Christy Monson and Mark Wolf, have been negotiating with Charter on our behalf (and other cities they represent) for over 2 years to come to consistent franchise agreement for small towns like ours. There are specific provisions in each agreement for individual towns, but the meat/potatoes of the basic agreements are uniform. This uniformity is largely due to FCC regulations and protections large cable providers have lobbied for on a federal level.

Mr. Wolf feels this is the best agreement for us—meaning there isn't a lot we can change without having to reopen the negotiations. I don't want to say this should be rubberstamped, but if a provision in the agreement it's for a specific purpose--probably out of our local control. We also adopted a Right-of-Way Use Ordinance earlier this year which adds addition protections for us. Because we have discussed these issues in the past, I had not planned on having Mr. Wolf or Ms. Monson on the phone, but if you have questions, we can table this and have them available next month.

Mr. Wolf prepared the accompanying resolution to the agreement. Formerly we adopted the franchise agreement as an ordinance. By adopting the agreement as a resolution instead it makes revisions or alterations less cumbersome and easier. The resolution is effective upon passage.

Suggested Motion

I make the motion that Council adopt Resolution R1718-10, a resolution entering into a non-exclusive franchise with Falcon Cable Systems Company II LP, locally known as Charter Communications for the operation and maintenance of a cable system to provide cable services.

RESOLUTION R1718-10

A RESOLUTION ENTERING INTO A NON-EXCLUSIVE FRANCHISE WITH FALCON CABLE SYSTEMS COMPANY II L.P. LOCALLY KNOWN AS CHARTER COMMUNICATIONS FOR THE OPERATION AND MAINTENANCE OF A CABLE SYSTEM TO PROVIDE CABLE SERVICES

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

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

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

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

WHEREAS, this Franchise Agreement, attached as EXHIBIT A to this resolution, will replace the terms of the existing Franchise Agreement (Ordinance No. 589), which been operating on a month-to-month basis since its term expired on August 31, 2016; and

WHEREAS, the negotiated language of the new Franchise Agreement allows the City to charge five percent (5%) of gross revenue of cable services; and

WHEREAS, the City currently has a Right of Way Management ordinance regulating certain providers (including cable, internet, and phone providers) operating within the City and the City's right of ways (Ordinance No. 663). Among the purposes of that ordinance is not only to ensure that the public is properly compensated for the private use of City assets and resources, but also to ensure that all similarly-situated providers are treated similarly and fairly to foster technological growth and innovation; and

WHEREAS, the City's current Right of Way Management ordinance allows the City to charge for cable and non-cable services. Because the negotiated language in the Franchise

Agreement only addresses cable services, the City may charge persons occupying or encroaching in the public rights of way for non-cable services, such as internet, under the Right of Way Management ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Gold Beach City Council that:

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

SECTION 2 Effective Date. This Resolution shall take effect on December 12, 2017.

PASSED AND ADOPTED by the Gold Beach City Council this 11th day of December, 2017.

APPROVED:

Karl Popoff, Mayor

ATTEST:

Jodi Fritts, City Administrator/City Recorder

EXHIBIT A RESOLUTION R1718-10

FRANCHISE AGREEMENT

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

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

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

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

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

SECTION 1
Definition of Terms

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

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. “Generally Applicable” or “Generally Applied” shall mean that the provision in question is lawful, non-discriminatory, and is consistently and uniformly applied pursuant to applicable state and federal law.
- J. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area including but not limited to amounts for Cable Services, premium cable services, advertising, home shopping channels, franchise fees, installation and all leased access payments, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- K. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- L. “Service Area” shall mean the area described in subsection 6.1 hereto.
- M. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- N. “State” shall mean the State of Oregon.
- O. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to

public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which is under the jurisdiction and control of Grantor, and only to the extent Grantor has the right, title, interest and/or authority to grant a Franchise to occupy and use such Street, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

- P. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 **Grant of Franchise**

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

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.12.

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

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

SECTION 3 **Franchise Renewal**

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

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims

for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

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

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

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing primary and noncontributory coverage upon request.

SECTION 5
Service Obligations

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

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

SECTION 6
Service Availability

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

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

6.3 New Development Underground. In cases of new property development where other utilities are to be placed underground, Grantee shall place its facilities underground at Grantee's sole expense. To the extent that Grantor issues a permit for open trenching to any

developer, Grantor agrees to use reasonable efforts to encourage developer to coordinate construction and undergrounding schedules for the open trenching such that all utilities in the Right of Way, including Grantee, shall have at least thirty (30) days prior notice of such construction or undergrounding, and of the particular dates on which open trenching will be available for Grantee's installation of Grantee facilities, which shall be constructed, placed or provided at Grantee's sole expense. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen (15) day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, begin calculating the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees in the follow franchise fee payment after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.6 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code and Grantor's Generally-Applicable ordinances, rules and regulations adopted pursuant to its lawful Police Powers. In the event of conflict between the NESC and Grantor's ordinances, rules and regulations, the NESC shall prevail.

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

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

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

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

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

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

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

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

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

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by Grantor’s Generally-Applicable rules or ordinances and at Grantee’s sole cost. Should Grantee fail to remove or relocate as required by this Section, Grantor may cause such work to be done by a qualified contractor after providing thirty (30) days written notice to Grantee, and the costs thereof, including the reasonable costs incurred due to the delay, shall be paid by Grantee, subject to any applicable reimbursement required in Section 8.8.

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

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

SECTION 9
Service and Rates

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

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning

the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

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

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

SECTION 10 **Franchise Fee**

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

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

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

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

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

SECTION 11 **Transfer of Franchise**

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

SECTION 12 **Records**

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

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at a mutually-agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the Section of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years except for (1) books and records showing the calculation of Gross Revenues and payment of Franchise Fees, which shall be kept for five (5) years; and (2) service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. Subject to Oregon's public records law, the Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person. Grantee agrees to pay costs incurred by Grantor due to the foregoing denial of books and records, including reasonable attorney fees, in responding to public record requests for Grantee's books and records and/or defending a denial of such public records requests.

SECTION 13

Public, Educational and Governmental (PEG) Access

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

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

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

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

13.3 PEG Channel Reclamation. If the PEG channel provided pursuant to this section is unused for or occupied by non-local, substantially duplicated or character generated programming fifty (50%) percent or more of the time during "regular viewing hours" measured over any ten (10) consecutive week period, the Grantee shall have a right to a return of the PEG channel upon one hundred twenty (120) days' written notice to Grantor of its intent to reclaim the PEG channel. For purposes of this subsection, "regular viewing hours" shall be the hours between 2pm to 10pm Monday through Friday. A program is deemed "duplicated" if it is repeated two (2) times after its first run during regular viewing hours."

13.1 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, one (1) Standard Installation, activated outlet, and equipment for Basic Cable Service to four (4) publicly-owned or publicly-operated buildings identified below, which shall be within one hundred twenty five (125) feet of Grantee's feeder cable. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any inappropriate use of or loss or damage to the Grantee's Cable System.

A. Gold Beach High School – 29516 Ellensburg Ave, Gold Beach, OR 97444

B. Riley Creek Elementary School – 94350 6th St, Gold Beach, OR 97444

C. Police Department - 29592 Ellensburg Ave, Gold Beach, OR 97444

D. Fire Department - 29592 Ellensburg Ave, Gold Beach, OR 97444

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If

these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

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

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. Unless Grantor is pursuing a Revocation pursuant to Section 15.7 below, Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be publicized and noticed in the same manner as all public meetings are publicized and noticed and in compliance with Section 15.7 Public Notice. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, after which it shall determine if a breach or violation has occurred and/or whether or not the Franchise shall be revoked. The public hearing shall be on the record and, at the Grantee’s request and sole expense, the City shall provide the adopted minutes or a digital recording of the meeting to the Grantee within ten (10) business days. Nothing herein shall prohibit Grantee from arranging for a written transcript of the hearing at Grantee’s expense. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council using a standard of review consistent with federal and Oregon law. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal, State and Generally Applicable local law, in the event the Grantor, after the hearing set forth in subsections 14.3 or 14.5 determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation Hearings: Standards, Notice, and Opportunity to Cure. Prior to revocation of the Franchise, the Grantor shall give written a Revocation Notice to the Grantee, which shall state its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the material and substantial noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee within sixty days, it may then revoke the Franchise. If the Grantee responds within sixty days and such response is not satisfactory to Grantor, Grantor shall schedule a public City Council hearing no earlier than 30 days from the date of Grantee’s response. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and its intent to revoke the Franchise. The public hearing shall be conducted in accordance with requirements of Section 14.1.

A. Notwithstanding the above provisions, the Grantee and Grantor reserve all of their rights under federal or state and City law or applicable regulation.

B. Upon revocation of the Franchise, Grantee may remove the Cable System from the Right of Way of the Grantor; or may abandon the Cable System in place with written permission from Grantor.

SECTION 15 **Miscellaneous Provisions**

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

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

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not either Parties’ intention to subject either Party to forfeitures or revocation of the Franchise for violations of

the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the offending Party which outweighs the benefit to be derived by the either Party and/or Subscribers.

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

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

A. In the event an application for a new Cable franchise is filed with the Franchising Authority proposing to serve the Franchising Area, in whole or in part, the Grantor shall use its best efforts to provide a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service. In no event shall the Franchising Authority hold a public hearing to consider another Cable franchise without providing public notice as required by law.

B. In the event that a Non-Franchised Video Service provider is permitted to offer service to the residents of Grantor on more favorable or less burdensome terms than this Franchise, the Grantee may request Franchise amendments. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petitions shall: (1) indicate the presence of a non-franchised competitor; (2) identify the basis for Grantee's belief that Grantee is at a competitive disadvantage; and (3) identify the regulatory burdens requested to be amended or repealed. Grantor shall have 120 days from the date of the petition to alleviate the competitive disadvantages cited in the petition prior to granting Grantee's proposed amendments. If Grantor denies Grantee's petition, Grantee may, in its sole discretion, elect to terminate the Franchise upon thirty (30) days written notice to Grantee and pursue renewal of the franchise under Section 626 of the Cable Act and other applicable law. However, this Section shall not apply to a Video Service provider that is not subject to Grantor's Police Powers.

C. For the purposes of this subsection 15.5(B), “Video Service” shall mean the provision of multichannel video programming through facilities located in, or, or over Grantor’s Streets and generally considered comparable to video programming delivered by a television broadcast station, cable service, or other digital video service, whether provided as part of a tier, on demand, or on a per-channel basis, without regard to the technology used to deliver the video service, including without limitation, Internet Protocol technology or any successor technology.

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

Grantor: City of Gold Beach

Gold Beach, OR 97457

Email:

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

Email: marian.jackson@charter.com

Copy to: Charter Communications
Attn: Vice President, Government

Affairs

12405 Powerscourt Drive
St. Louis, MO 63131

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

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

15.9 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous

agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

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

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

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

Considered and approved this ___ day of _____, 2017.

City of _____, Oregon

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 2017, subject to applicable federal, State and local law.

Falcon Community Cable, L.P.

By: Charter Communications VII, LLC, its
General Partner

By: Charter Communications, Inc., its Manager

Signature: _____

Paul Abbott, Vice President Local Government
Affairs & Franchising



MISC. ITEMS

(Including policy discussions and determinations)



MISC ITEMS (including policy discussions & determinations)

GOLD BEACH CITY COUNCIL AGENDA REPORT

Agenda Item No. **10. a.**

Council Meeting Date: December 11, 2017

TITLE: COMMUNITY GARDEN POLICIES

SUMMARY AND BACKGROUND:

Attached is a working copy of the policies developed by Councilor Campbell with the assistance of the community garden group. Please review and give staff direction. Staff will install the sign outlining access to the locked area based on the policies adopted.

City of Gold Beach Community Garden Policy (Draft)

The City of Gold Beach recognizes community gardening as an activity that contributes to the health and well-being of the wider community as well. Gardening together provides the opportunity for education, environmental awareness, and social interaction among diverse people, inter-generational and cross-culture connections and a connection to the environment and practice of sustainability.

REGISTRATION: Registration is required annually from January 1st to January 31st. Registration will consist of signing the Hold Harmless Clause outlined below and receiving a copy of this document. A current phone number and address will be required. To renew your registration, visit Gold Beach City Hall in January. Starting February 1st, registration opens to new gardeners. Your garden plot will no longer be reserved for you and open beds will be reassigned on a first-come, first-served basis until all beds are assigned. Beds are not transferable; you may not choose another person to take over your bed. The combination to the locked garden will only be given to registered gardeners in good standing upon registration.

HOLD HARMLESS CLAUSE: I understand that neither the Community Garden nor the City of Gold Beach are responsible for my actions. I therefore agree to indemnify, defend, and hold harmless the Community Garden and the City of Gold Beach (owners of the land), harmless for any liability, damage or claims that occur in connection with the use of the garden by me or any of my guests. Each gardener must sign a Hold Harmless Clause before any work in the garden can begin.

ZERO TOLERANCE POLICY: I understand that harassment and threatening behavior are unacceptable at the garden site and will be grounds for immediate eviction from the site.

ABANDONMENT POLICY: You are responsible for keeping your garden bed weeded and watered. If you need to relinquish your garden bed, you must notify the City of Gold Beach. In this way, another gardener or one from a waiting list can be assigned that garden bed. Garden beds that are neglected for three weeks or more will be reassigned to another gardener. You will receive a warning call before the bed is reassigned. If you are going to be out of town or on vacation, talk to one of your fellow gardeners and ask them to water and weed for you.

TOOLS: Provision of tools are the responsibility of the individual gardener.

WATERING: Gardeners are responsible for watering their own beds. Water is provided by the City of Gold Beach free of charge. Please use the water wisely. Do not let water flood other beds or pathways. Please only water your bed.

PROHIBITED PLANTS: No federally controlled plants, i.e. marijuana, can be grown in the community garden. Plants considered by the State of Oregon to be "invasive," or "threatening" are prohibited. Please refer to: Oregon.gov/ODA/programs/Weeds/OregonNoxiousWeeds/Pages/AboutOregonWeeds.aspx.

SHADING: Please ensure that your planted items are not shading the garden beds of others. Plants cannot be permitted to grow into another person's assigned garden bed, unless previously agreed upon between gardeners.

PETS: Do not allow pets to relieve themselves on the garden beds; immediately pick up and dispose of any waste your pet creates.

COMPOSTING: Bins are provided for the disposal of garden debris. Please do not put weeds which have flowered into the compost bin, as the seeds may survive the composting process.

Comment [D1]: Is it still free?

Comment [D2]: How are beds numbered so we can be sure to sign up for the same beds we've already been working/amending/planting?

Beth: Do you need for me to draw up a quick map of the garden and number them so you and the city have that on hand? Happy to do that. Yes please Dawn – thank you

Comment [BB3]: I'm wondering how everyone feels about this paragraph???? I guess this provides some accountability for gardeners that may not fulfill a commitment to their beds – to put it another way encouraging continuity for those committed to their beds year over year.

Comment [BB4]: I'm not thrilled with this – over-wintering takes place and there are weeks when there is little to be done in the garden. I respectfully suggest this sentence be removed. You have verbiage that covers the cycle of bed assignment 1/1 – 1/31 with a new annual cycle beginning 2/1. I think that covers it. Maybe we can add something that encourages people to notify the City of GB if someone is forced to abandon a bed due to circumstances beyond their control (health issues, extended travel, etc.)

Comment [D5]: Who is going to be policing this policy? Who determines if beds are "neglected"?

Comment [BB6]: Some gardeners are employing permaculture which is a techniques of gardening that doesn't promote weeding – instead people use straw, cardboard or other materials to keep weeds to a minimum.

Comment [D7]: There are several commonly used medicinal herbs on that list including St. Johnswort which is one medicinal garden plant we commonly grow and use.

Again, who is policing this policy?

Comment [BB8]: Last summer one of the gardeners only used half of his assigned bed – he offered the other half to other gardeners – it worked out well.

Comment [BB9]: Not everyone is comfortable with dogs – please be respectful of the diversity of gardeners and do not bring dogs in the garden. (I include this language as we all think our pups are special and do no wrong – the truth is there are people with little kiddos coming into the garden and others that are no dog people – I would hate to have something happen that might create a liability and shut the whole garden down.) Better to play it safe imho.

ACCESS: The Community Garden will be locked with a combination lock. The combination will be provided to those gardeners who have registered in accordance with this document.

Comment [BB10]: There is a park maintenance contractor – when we began the garden project 3 years ago the contractor mentioned it was their responsibility to maintain the areas around the garden beds. In the past this was done by applying gravel which helped keep weeds down outside individual garden beds. I'm wondering if this is accurate and if so what is the responsibility of the park maintenance contractors as it relates to the garden and if any, should there be language describing what is done and the frequency? Do gardeners have any say in what that maintenance can be? I ask because we would prefer straw to gravel – As we dig to add raised beds the gravel is quite the problem. We are organic and do not want pesticides/herbicides applied in or around the garden please.

Comment [D11]: Untreated wood chips would be even better for the paths around the beds or at least can be considered as another option to straw.

Comment [BB12]: Do gardeners have a say in how the garden beds can be modified? For example we have the materials to build additional beds in the garden. Do we have to get approval from the City before constructing new beds, a kiosk or any other amenities in the garden? If so what does that process look like?

Comment [D13]: Is there any provision for perennials we are planting outside the garden fence? I was thinking of planting more medicinals around there that are tough enough and deer proof as a demonstration area. Also that no pesticides or weed killers are to be sprayed on the perimeter plants.



MISC ITEMS (including policy discussions & determinations)

GOLD BEACH CITY COUNCIL AGENDA REPORT

Agenda Item No. **10. b.**

Council Meeting Date: December 11, 2017

TITLE: Verify Upcoming Meeting Dates

SUMMARY AND BACKGROUND:

We discussed in November some upcoming meetings and we were going to verify with Councilors McVey and Brennan to ensure those dates worked. This is just a touching base to make sure those dates are still ok.

URA: we discussed making the URA meeting times a little more formal-ish. The suggestion was to meet before our regular meetings on EVEN numbered months, beginning February 2018, OR in the alternative, we could meet on the 4th Monday of the EVEN numbered months--Council choice.

MJ Workshop: We planned a special workshop to discuss possible changes to land use regulations regarding location of marijuana businesses. We tentatively set the 4th Monday in January: January 22nd as the workshop date.



MISC ITEMS (including policy discussions & determinations)

GOLD BEACH CITY COUNCIL AGENDA REPORT

Agenda Item No. **10. c.**

Council Meeting Date: December 11, 2017

TITLE: POSSIBLE STREET SURVEY QUESTIONNAIRE

SUMMARY AND BACKGROUND:

We have discussed at various times this year about a future funding mechanism for street repairs. We received the completed Pavement Management Plan last week from our engineers, Dyer Partnership. The plan identifies \$2.1 million in needed capital improvements to City owned streets. We have no funding mechanism for those repairs or any unanticipated failures, such as last winters Grizzly slide.

Staff recommended, during the FY1718 budget process, a flat fee to be added to the monthly utility bills. An alternate suggestion (Councilor Kaufman?) was a gas tax similar to what the City of Brookings enacted last year. We had discussed the pros/cons of both options and thought a citizen's survey would be helpful in determining which funding mechanism to choose, if any. Staff was to develop a draft survey for review by the Council. Once approved, it would be included in the utility bills and also posted online at the City website.

SAMPLE SURVEY FOR COUNCIL REVIEW AND REVISION:

Narrative: The City of Gold Beach is responsible for the maintenance and construction of City owned roads within our jurisdiction (*note-Hwy 101 and many Hunter Creek area roads are not owned or maintained by the City—if you have questions about a particular road ownership please contact City Hall*). Unfortunately, the only revenue available for annual road maintenance is approximately \$120K the City receives from the state of Oregon in gas tax sharing. While this may sound like a tidy sum, one single road failure/repair can easily use all those funds and more. As an example, a small slide in the winter of 2016 on Grizzly Mtn Road, by the library, cost over \$120K to repair. Repairs to stormwater culverts and catch basins are also part of the street maintenance fund.

In order to provide a stable funding stream for needed repairs and on-going maintenance of City streets, the Council would like your input on possible options. The two options that have been discussed are listed below. The City would like to hear from you on which option you feel is better. You may complete this form and return it to City Hall or you can complete the online survey at our website: www.goldbeachoregon.gov



MISC ITEMS (including policy discussions & determinations)

You may leave your name or remain anonymous, and you may leave comments if you wish. The survey will remain open for approximately one month. Staff will tabulate the responses and present them to the Council at a future meeting date for discussion.

If you have any questions about this survey please contact Jodi at City Hall or email: (insert my email address)

OPTIONS DISCUSSED BY COUNCIL (there are pros/cons to each option)

OPTION A: A flat monthly fee added to monthly water utility bill.

This flat fee would be in the range of \$1-\$5 per month, depending on the proposed capital improvement plan schedule.

OPTION B: A % tax on local gas sales

This would be in the 1%-4% range per gallon, depending on gas data from the state and the proposed capital improvement plan schedule.