



**City of Sutherlin
Open Discussion/Plans & Reports
Monday, June 26, 2017
Civic Auditorium – 7:00 p.m.**

AGENDA

Mayor Todd McKnight
Council President Luzier
Councilors Boggs, Riggs, Stone, Tomlinson, and Vincent

- 1. CALL TO ORDER / FLAG SALUTE**
- 2. ROLL CALL**
- 3. COUNCIL BUSINESS**
 - a. Public Safety – Police Vehicle Purchase
 - b. Charter Franchise Agreement
- 4. AGENDA CONFIRMATION**
 - a. July 10, 2017 Agenda
- 5. a. COUNCIL PRIORITY PROGRESS REPORT**
b. COUNCIL COMMENTS
- 6. WORKSHOP**
 - a. Sutherlin Sanitary Service Update
 - b. Fire Department Discussion
- 7. REPORTS**
 - a. 14" Sanitary Sewer Forcemain
 - b. Street Maintenance Project Discussion
 - c. Contract & Project Management System
 - d. Construction Management Tasks #1, 2 & 3
- 8. ADJOURN**

Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating their name and address prior to addressing the Council.



Call to Order & Flag Salute





ROLL CALL





COUNCIL BUSINESS





City of Sutherlin

STAFF REPORT					
Re: Authorization to move forward on the procurement of Four (4) Sutherlin Police Services Patrol Vehicles on July 1, 2017.				Meeting Date:	June 26, 2017
Purpose:	Action Item X	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Kirk M. Sanfilippo, Director of Public Safety				City Manager Review	<input type="checkbox"/>
Attachments: Vehicle Cost Quote for Four Vehicles and Outfitting (Auto Additions)					

WHAT IS BEING ASKED OF COUNCIL?

Staff is requesting that City Council approve four police patrol vehicles effective July 1, 2017. These vehicles were budgeted for purchase during Fiscal 2017/2018.

EXPLANATION

During the budget preparation and presentation for FY2017/2018 the Sutherlin Department of Public Safety, Police Services, requested four new patrol vehicles. Based on recent repairs, costs associated, and high mileage four patrol vehicles are at the end of their useful life. Further, these vehicles are no longer reliable and are unsafe to be involved in emergency service.

This is a purchase from Auto Additions, with a base purchase price that is at or below the State bid price (verified with the vendor). As a result, there will be no competitive bid process. The outfitting/build up for these four emergency police services vehicles will be performed by Auto Additions as well. The purchase price for each vehicle is \$28, 676.00 for a 2017 Ford Interceptor Utility AWD (see the attachments). The Auto Additions vehicle outfitting price for three of the four vehicles is \$16,815 (total cost of each vehicle, \$45,491.00) and the fourth vehicle is \$14,914 (total cost is \$43,590). If the 2017 Ford is no longer available and the City must purchase the 2018 Ford, the price will increase by approximately 3% per vehicle.

Staff is requesting that Council authorize the procurement of these police patrol vehicles.

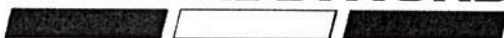
OPTIONS

N/A

SUGGESTED MOTION(S)

- 1) Approve the procurement of the vehicles as presented, or;
- 2) Approve the procurement of the vehicles with amendments, or;
- 3) Not approve the procurement of the vehicles.

If you have any questions contact Kirk Sanfilippo at k.sanfilippo@ci.sutherlin.or.us at (541) 459-2211.



** QUOTATION **
 *** DUPLICATE ***
 Ord # 05 02503
 P/O # PATROL10F3

Br	Accnt
00	65820

INSTALLED

SUTHERLIN POLICE DEPARTMENT
126 E. CENTRAL AVENUE
SUTHERLIN OR 97479

WG

2/28/17
10:17:46
Expires
6/07/2017

SOLD TO

SHIP
TO

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
			RCVD. BY: _____	PAY THIS AMOUNT		\$

CONTINUED

AUTO ADDITIONS

3925 Fairview Industrial Dr SE
Suite 150
Salem, OR 97302
Phone: 503-393-3910
Fax: 503-393-7265

** QUOTATION **
*** DUPLICATE ***
Ord # 05 02503
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Page 2

NET 30 DAYS

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KIRK SANFILIPPO
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Lin	Qty	Part Number	S Description	Wt.Each	Net	Value
019	1	WH SAK44	F SPEAKER BRACKET			
020	1	SE BK2019ITU16	F PB450L4 IONS	679.7900	679.79	
021	1	SE HK0810ITU16	PB6 WRAPS	419.2500	419.25	
OFFICER AREA						
022	1	HS C-VS-0812-INUT-1	UTILITY CONSOLE	336.4100	336.41	
023	1	HS C-CUP2-I	F CON,ACSY,CUPHLD	33.0800	33.08	
024	1	HS C-LP-3	F 2" FACE PLATE	34.6500	34.65	
STALKER RADAR						
025	1	MS 805-0022-00	STALKER DUAL KT	2165.0000	2165.00	
COMPUTER EQUIPMENT						
026	1	HS C-MD-119	F 11" SLIDE ARM	247.9700	247.97	
027	1	RD NMOKHFUD25	F COAX CABLE	16.0000	16.00	
028	1	RD NMOWBQC	F VHF ANT SPRING	45.0000	45.00	
CONTROLS						
029	1	WH CCSRN36	CENCOM SAPPHIRE	550.0000	550.00	
030	2	MS E-123	F 30 AMP RELAY	5.0000	10.00	
WEAPON MOUNT						
031	1	WS WEI-002	DUAL WPN MOUNT	273.3300	273.33	
GRAPHICS						
032	1	MS GRAPHICS	GRAPHICS	480.3000	480.30	
033	1	MS 2101L	F AVITAL	35.9400	35.94	
AFTERMARKET KEYLESS						
034	1	HS DS-PAN-413	HAVIS-SHIELDS	364.5600	364.56	
035	1	HS DS-DA-410	HAVIS-SHIELDS	62.2200	62.22	
036	1	HS C-EB25-MMT-1P	F FACE PLATE 1 PC			
037	1	HS C-EB40-CCS-1P	F FACE PLATE 1 PC			
038	1	HS C-FP-15	F PLT,1.5MS,			

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
			RCVD BY:	PAY THIS AMOUNT		\$

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Lin	Qty	Part Number	S Description	Wt.Each	Net	Value
039	1	HS C-FP-2	F PLT,2MS,			
040	1	HS C-FP-4	F PLT,4MS,			
041	2	WH IONJ	F ION LED REB/BLU	82.5000		165.00
042	2	WH IONGROM	F ION GROMMET MNT	4.7900		9.58
043	1	IM B-BOM560-AC	BLACKOUT MODULE	317.6800		317.68
044	1	SE TK0275ITU12A	F BOX DSKBSK PG	1030.4900		1030.49
. . .						
INSTALLATION						
045	1	MS INSTALL	INSTALL PKG	95.0000		95.00
046	1	LA L	LABOR CHARGE	3124.0000		3124.00

51	45241.13		250.00			
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
RCVD. BY: _____					PAY THIS AMOUNT	\$ 45491.13

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Page 1

Ord # 05 02504
P/O # SLICKTOPSUV

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2/28/17
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Expires
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Lin	Qty	Part Number	S Description	Wt.Each	Net	Value
001	1	VH FORD-65820	2017 PI UTILTY	28676.0000	28676.00	
002	1	PP 03-0211	F UTIL HRNS FRONT	540.0000	540.00	
003	1	PG P4714UIN13A	PARTITION	520.5000	520.50	
004	1	PG RP47UIN13	RECESSED PANEL	78.7500	78.75	
005	1	PG SP47BS13	EXTENSION PANEL	61.5000	61.50	
006	1	PG S4702UIN13OSB	F UTILITY OSB	1183.5000	1183.50	
007	1	PG FP47UIN13	ABS FLOOR PAN	144.7500	144.75	
008	1	AU AA-WB-PI-SUV	13+ PISUV WINBA	150.0000	150.00	
009	1	LH 61161	F GROTE 6" WH RND	13.9900	13.99	
010	2	WH IONJ	F ION LED REB/BLU	82.5000	165.00	
011	1	WH IW34UFX	DUO XLP UTILITY	1184.5600	1184.56	
012	1	WH VMFT11RB	V MIRROR BEAMS	386.5900	386.59	
013	2	WH IONJ	F ION LED REB/BLU	82.5000	165.00	
014	2	WH VTX609B	F VERTEX BLUE	70.0000	140.00	
015	1	A2 11.1005SF	F FLASHER	25.5700	25.57	
016	1	WH IWDTRAY8	F WECAN RTX DUO	1057.2600	1057.26	
017	1	WH IE34UR8	HOUSING IN/EDGE			
020	2	WH IONJ	F ION LED REB/BLU	82.5000	165.00	

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
			RCVD. BY:		PAY THIS AMOUNT	\$

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OFFICER AREA						
022	1	HS C-VS-0812-INUT-1	UTILITY CONSOLE		336.4100	336.41
023	1	HS C-CUP2-I	F CON,ACSY,CUPHLD		33.0800	
024	1	HS C-LP-3	F 2" FACE PLATE		34.6500	34.65
025	1	HS C-EB25-MMT-1P	F FACE PLATE 1 PC			
026	1	HS C-EB40-CCS-1P	F FACE PLATE 1 PC			
027	1	HS C-FP-15	F PLT,1.5MS,			
028	1	HS C-FP-2	F PLT,2MS,			
029	1	HS C-FP-4	F PLT,4MS,			
030	1	IM B-BOM560-AC	BLACKOUT MODULE		317.6800	317.68
Part Ordered: ## B-BOM-560-AC						
RADAR SYSTEM						
031	1	MS 805-0022-00	STALKER DUAL KT		2165.0000	2165.00
COMPUTER EQUIPMENT						
032	1	HS C-MD-119	F 11" SLIDE ARM		247.9700	247.97
033	1	RD NMOKHFUD25	F COAX CABLE		16.0000	16.00
034	1	RD NMOWBQC	F VHF ANT SPRING		45.0000	45.00
035	1	HS DS-PAN-413	HAVIS-SHIELDS		364.5600	364.56
036	1	HS DS-DA-410	HAVIS-SHIELDS		62.2200	62.22
CONTROLS						
037	1	WH CCSRN36	CENCOM SAPHIRE		550.0000	550.00
038	2	MS E-123	F 30 AMP RELAY		5.0000	10.00
WEAPONS MOUNT						
039	1	WS WEI-002	DUAL WPN MOUNT		273.3300	273.33
COMMAND BOX						
040	1	SE TK0275ITU12A	F BOX DSKBSK PG		1030.4900	1030.49

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
RCVD. BY: _____			PAY THIS AMOUNT		\$ _____	

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042	1	MS INSTALL	INSTALL PKG	95.0000	95.00	95.00
043	1	LA L	LABOR CHARGE	3124.0000	3124.00	3124.00

47	43820.16	250.00				
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX

RCVD.
BY:

PAY THIS
AMOUNT

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44070.16

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City of Sutherlin

STAFF REPORT					
Re: Charter Franchise Agreement Renewal				Meeting Date:	06/26/17
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Dan Wilson, Finance Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Charter Franchise Agreement					

WHAT IS BEING ASKED OF COUNCIL?

Consider approving the Charter Franchise Agreement renewal.

EXPLANATION

The original franchise agreement with Charter was adopted by Ordinance No. 900 on October 12, 1998. The term of that agreement was 15 years and therefore a new agreement is needed. The new agreement is at the same rate (5% of Annual Gross Revenues payable on a quarterly basis) and the new term is 10 years from the date of signing. Some of the other details of the agreement have been changed, in order to comply with current day standards, by both the City and Charter.

OPTIONS

1. Approve the agreement as presented.
2. Approve the agreement with revisions.
3. Not approve the agreement.

SUGGESTED MOTION(S)

Move that the Charter Franchise Agreement renewal be approved as presented.

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the CITY OF SUTHERLIN, OREGON, hereinafter referred to as the “Grantor” and FALCON COMMUNITY VENTURES I, 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. “Affiliate” shall be defined as set forth in the Cable Act.
- B. “Board/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. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- E. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.

- F. “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 Service Area.
- G. “Gross Revenue” means any amounts derived by the Grantee or an Affiliate from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments imposed on Subscribers and collected by the Grantee from Subscribers for pass-through to a government agency, including any sales taxes; (2) unrecovered bad debt; and (3) credits, refunds and deposits paid to Subscribers. Grantor acknowledges and agrees that Grantee shall maintain its books and records in accordance with Generally Accepted Accounting Principles.
- H. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- I. “Service Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- J. “State” shall mean the State of Oregon.
- K. “Street” shall include each of the following located within the Service 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 in the Service Area to the extent Grantor has the right to allow Grantee to use them.
- L. “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 any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. This Franchise constitutes the authority, privilege and obligation to provide Cable Services over the Cable System as required and conditioned herein and subject to applicable law. Nothing in this Franchise shall be construed to authorize or prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law. Grantee shall comply with all applicable federal and state laws, rules and regulations.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of a conflict between this Franchise and any Grantor ordinance or regulation that has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise, this Franchise will prevail, except as to those ordinances and regulations which are the result of the Grantor's lawful exercise of its general police power.

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, indemnify, defend and hold harmless the Grantor, its officers, boards, commissions, agents, and employees from and against all claims, liabilities, demands, actions, judgments, and court costs arising from injury to any Person or property arising from the negligent construction or operation of the Cable System in the Service Area, provided that the Grantor shall use its best efforts to notify Grantee of any claim for which it seeks indemnification within ten (10) days of receipt of such claim and, in any event, shall notify Franchisee within a sufficient period of time for Franchisee to defend such claim. 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 subject to the Grantor's written approval, which approval shall not be unreasonably denied, and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee due to a conflict of interest, the Grantee shall pay Grantor's reasonable costs and expenses for alternative legal representation. 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	\$2,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate Limits may be satisfied by an umbrella liability policy.
Auto Liability including coverage on all owned, non-owned hired autos	\$2,000,000 per occurrence C.S.L.
Umbrella Liability	
Umbrella Liability	\$5,000,000 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 such coverage no later than thirty (30) days after the Effective Date.
- D. As it relates to this Franchise, the Grantee's insurance coverage is the primary insurance with respect to the Grantor, its officers, officials, boards, commissions, and employees. Any insurance or self-insurance maintained by the Grantor, its officers, officials, boards, commissions, employees and agents will be in excess of the Grantee's insurance and will not contribute to it.
- E. Charter's insurance carrier will endeavor to provide advance written notice of cancellation to the certificate holder for any reason other than non-payment of premium. Notice of cancellation to the Grantor may be made by any commercially reasonable means, including mail, electronic mail, or facsimile transmission to the contact name and email address provided by the Grantor. It is the responsibility of the Grantor to provide Charter with up-to-date contact names and email addresses. Upon policy expiration or change of insurance carrier, Certificates of Insurance will be provided within thirty (30) days after policy renewal or replacement.

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, sex, or income levels.

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 capable of 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 distribution plant, 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 and into any annexed area which is not contiguous to the present Service Area of the Grantee or to any area which is financially or technically infeasible. Grantee at its discretion may make Cable Service available to businesses within the Service Area. 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.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to make a good faith effort to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. 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 five (5) 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 five 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 into the City. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, which notice shall contain each address to be annexed as recorded on county assessment and tax rolls. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5.

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 the National Electrical Code, and generally applicable Grantor codes, ordinances, rules and regulations adopted pursuant to the Grantor's police powers and applicable to construction, location, relocation, maintenance and removal of the Cable System in the Streets in the Service Area.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances 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 Grantee shall design, construct and operate the Cable System so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in Part 76, Subpart K, of the FCC's rules and regulations as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor has the full authority to the extent permitted by applicable law to enforce compliance with these technical standards.

7.5 Performance Monitoring. Grantee shall monitor and test the Cable System as required in the FCC's rules and regulations as they may be amended from time to time. The Grantor shall have the right to obtain from Grantee a copy of tests and records required to be performed pursuant to the FCC's rules and regulations. Grantor may require additional tests, repeat tests, or tests involving specified subscriber terminals to secure compliance with the technical standards in accordance with Part 76, Subpart K, of the FCC's rules and regulations as they may be amended from time to time.

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 without obtaining all legally required permits.

8.2 Underground Construction. New facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of construction. In areas where telephone and electric utility facilities are installed aerially at the time of construction, the Grantee may install new 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 as required in Section 8.8. For purposes of this Section 8.2, electric services or facilities shall not include high voltage electric lines.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. Construction by the Grantee shall not unduly interfere with the use of such Streets by Grantor or existing utilities. The Grantee shall adhere to all applicable codes, ordinances, rules and regulations currently or hereafter applicable to construction in and maintenance of the Streets, provided that such codes are of general applicability and non-discriminatory.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to not interfere with the rights, and to cause minimum interference with the 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, and in accordance with the permit issued by the Grantor, if any.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance to the Streets as a result of its construction or maintenance of the Cable System to a condition at least as good as the condition of the Streets immediately prior to such damage or disturbance by Grantee, or as otherwise required in the permit issued by the Grantor, if any.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, or other emergency, it becomes necessary in the judgment of the Grantor to remove, modify or disconnect any of the Grantee's facilities, the Grantor may do so and no charge shall be made by the Grantee against the Grantor for damage, restoration or repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. 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. Grantee shall obtain all legally required permits before commencing any tree trimming work requiring such permit.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, protect, support, temporarily disconnect, or temporarily or permanently relocate or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Advance notice shall be not less than ten (10) business days for temporary relocation or removal and not less than ninety (90) calendar days for permanent relocation or removal. The provisions of this Section shall apply to relocation from aerial to underground locations when existing telephone and electric facilities (other than high voltage electric lines) in the same location are lawfully required to be relocated underground. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities. Should Grantee fail to remove or relocate any facilities as required in this Section, the Grantor may cause such work to be done by a qualified contractor and the costs thereof, including reasonable costs and expenses incurred due to Grantee's delay, shall be paid by Grantee.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Emergency Use. Grantee must activate and maintain EAS in accordance with FCC regulations. Grantee must ensure that the EAS system properly functions at all times and shall test the EAS system periodically in accordance with FCC rules and regulations.

8.11 Upon the termination or revocation of the Franchise as provided herein, Grantee shall remove the Cable System from the Rights-of-Way of the City within twelve (12) months, unless Grantor agrees in writing that it may be abandoned in place. Until such time as Grantee removes the Cable System, or the rights to and responsibility for the Cable System are accepted by another Person having authority to construct and maintain such facility, or the Grantor agrees in writing that the System may be abandoned in place, upon termination or revocation, Grantee shall be responsible for all necessary repairs and relocations of the Cable System, as well as maintenance of the Streets, in the same manner and degree as if the Cable System were in active use, and Grantee shall retain all liability for the Cable System.

SECTION 9 **Service and Rates**

9.1 Customer Service. Grantee shall comply with the customer service standards set forth in the FCC's rules and regulations, including 47 CFR 76.309, as amended from time to time. The

Grantor reserves the right to enforce such standards as if fully set forth herein, subject to applicable law.

9.2 Notification of Service Procedures. The Grantee shall abide by applicable FCC rules and regulations related to notices and furnishing information to Subscribers and Grantor.

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 14.1 of this Franchise. Grantee may discontinue or refuse to provide Cable Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee's employees or representatives.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (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.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence thirty (30) days after the Effective Date of the Franchise as set forth in Section 14.10, provided that Grantee shall continue to pay the franchise fees owed under the previous franchise until it commences payment under this Franchise. The payment of Franchise Fees shall be either accompanied by or closely followed by a statement of said payment, reflecting the calculation of 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 Audit. Upon thirty (30) days written notice to Grantee, the Grantor shall have the right to audit the books and records of Grantee to determine whether Grantee has paid the full amount of franchise fees owed. Said audit shall be conducted no more often than annually. 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.

10.5 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) 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, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than 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, which additional information Grantee shall provide promptly or as otherwise required by federal law. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request and all information required in the preceding sentence, consent by the Grantor shall be deemed given.

SECTION 12 **Records, Reports and Maps**

12.1 Reports Required. Upon request, the Grantee shall file with the Grantor its schedule of prices and options for programming services and conditions of subscription to programming and other Cable Services, 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.

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 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 subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. Grantee shall provide a location

within the service area for Grantor to examine such records. 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 (ORS 192.410 to 192.505), the Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee marks each page of such books, records or maps as "confidential" prior to providing the same to the Grantor. 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, including the District Attorney, 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.

SECTION 13 **Enforcement or Revocation**

13.1 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").

13.2 Grantee's Right to Cure or Respond. 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 default, such default cannot be cured within the thirty (30) day period, 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. In the event Grantee proceeds pursuant to (iii) in the preceding sentence, the Grantor may, in its sole discretion, notify Grantee within twenty (20) days of receipt of Grantee's notice that it does not agree the default could not be cured within thirty (30) days, or that the plan or projected date for remedying the default are not adequate, in which case the Grantor shall schedule a hearing pursuant to Section 13.3 unless the Grantee modifies the plan or projected date to Grantor's satisfaction.

13.3 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 Board shall schedule a public hearing if it intends to continue its investigation into the default. The 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 in accordance with Oregon Public Meetings Law (ORS 192.610 to 192.690). The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision that 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, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of 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 noncompliance. The Grantee shall have sixty (60) days from such notice to either (i) object in writing, stating its reasons for such objection and providing an explanation; (ii) cure the alleged noncompliance; or (iii) if, by the nature of noncompliance, it cannot be cured within the sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the Grantor of the steps being taken and the projected date that they will be completed. If the Grantor has not received a satisfactory response from Grantee or Grantee has not cured the alleged noncompliance within the sixty (60) day period, the Grantor may then seek to revoke the Franchise at a public hearing, provided that in the event Grantee proceeds pursuant to (iii) in the preceding sentence, the Grantor may notify Grantee within twenty (20) days of receipt of Grantee's notice that it does not agree the noncompliance could not be cured within sixty (60) days, or that the plan or projected date for remedying the noncompliance are not adequate, in which case the Grantor may seek to revoke the Franchise at a public hearing unless the Grantee modifies the plan or projected date to Grantor's satisfaction. 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 stating its intent to revoke the Franchise.
- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record. Upon written request by the Grantee, the Grantor shall provide a transcript of the hearing within fifteen (15) business days at Grantee's sole cost and expense. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, neither the Grantee nor the Grantor waives any rights under federal law or regulation.

- D. Upon revocation of the Franchise, Grantee shall, pursuant to Section 8.11, remove the Cable System from the Streets of the Grantor unless the Grantor gives written permission for Grantee to abandon the Cable System in place or Grantee has secured another franchise, license or other express authorization from the Grantor or the federal or state government to maintain its facilities in the Streets of Grantor.

SECTION 14 **Miscellaneous Provisions**

14.1 Force Majeure. The 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 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 where such unavailability was beyond Grantee's control.

14.2 Minor Violations. The parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, 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 Service Area.

14.3 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.

14.4 Additional Franchises. If any other provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully and expressly authorized by the Grantor or by any other State or federal governmental entity to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider, then upon thirty (30) days prior written notice to the Grantor, which notice must be provided within sixty (60) days of the Grantor providing written notice to the Grantee of the Grantor's authorization of the use of the Streets by such service provider, the Grantee shall have the right and may choose, to the extent consistent with applicable law:

- A. to modify this Franchise to the mutual satisfaction of Grantor and Grantee; or
- B. to deem this Franchise expired thirty-six (36) months from the date of the above written notice; or
- C. to terminate this Franchise and take in its place the same franchise agreement of a competing provider of Cable Services or video services authorized by Grantor.

The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Cable Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise or seek other remedies available under law.

14.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands 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 Sutherlin
Attn: City Manager
126 E. Central Avenue
Sutherlin, OR 97479

Grantee: Director, Government Affairs
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684

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

14.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the Streets shall be in accordance with Oregon Public Meetings Law (ORS 192.610 to 192.690), except as otherwise provided in this Franchise.

14.7 Severability and Survival. 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. All provisions concerning indemnity shall survive the termination of this Franchise by six (6) months.

14.8 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.

14.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit 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.

14.10 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 (“Effective Date”), provided that Grantee accepts the Franchise within sixty (60) days of approval by the Grantor. In the event acceptance does not take place as required hereunder, this Franchise shall be voidable in the sole discretion of the Grantor. This Franchise shall expire ten (10) years from the Effective Date.

Considered and approved this ____ day of _____, 2017.

| City of Sutherlin, Oregon

| Signature: _____

| Name/Title: _____

Accepted this ____ day of _____, 2017.

| Falcon Community Ventures I, L.P., l/k/a Charter
| Communications

| Signature: _____

| Name/Title: _____

| Date: _____



AGENDA CONFIRMATION





**City of Sutherlin
Regular Council Meeting
Monday, July 10, 2017
Civic Auditorium – 7:00 p.m.
AGENDA**

Mayor Todd McKnight
Council President Luzier
Councilors Boggs, Riggs, Stone, Tomlinson, and Vincent

1. CALL TO ORDER / FLAG SALUTE

2. ROLL CALL

3. INTRODUCTION OF MEDIA

4. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding agenda items only. A time limit of three minutes per citizen shall apply.]

5. CONSENT AGENDA

- a. June 12, 2017 Minutes – Regular Meeting
- b. June 26, 2017 Minutes – Workshop

6. COUNCIL BUSINESS

- a. City Manager Compensation
- b. IGA - City & Douglas County – Library
- c. State Certification – Library
- d. WWTP Construction Engineering Approval
- e. Contract Approval - Central Avenue Construction Mgt Tasks #1, 2, 3
- f. Central Avenue Bid Award

7. COUNCIL COMMENTS

8. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding items off the agenda. A time limit of three minutes per citizen shall apply.]

9. ADJOURN

Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating their name and address prior to addressing the Council.



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COUNCIL PRIORITY PROGRESS REPORTS

COUNCIL COMMENTS





WORKSHOP



A scenic landscape photograph featuring a calm body of water in the foreground, reflecting the sky. In the background, there are rolling hills or mountains under a bright, hazy sky. The overall color palette is dominated by soft blues, greens, and whites, creating a serene and natural atmosphere.

Sutherlin Curbside Recycling Project

Curbside Recycling in Sutherlin

- We have done this for years
- We have used a 18 gallon Recycling Bin
- Special Pockets Built on the Side of the Truck
- Drivers get out & hand put in 'pockets'
- Residents had to source separate their material
- Very Inefficient
- Very Low Participation



What's Changed

- We have changed to a fully Automated System (The Driver Doesn't Normally get out of the truck)
- The State Department of Environment Quality has placed additional requirements on Cities Such as Sutherlin
- Sunrise Enterprises has started to accept Comingle Recycling
- We have purchased a Split-Body Recycling

Truck



Our Proposal

- Weekly Same Day as Garbage Curbside Recycle
- We will provide a 65 Gallon Cart (Blue)
- Commodities will be determined by our processor (Probably Sunrise Enterprises)
- We anticipate that glass will not be allowed into comingle. We would handle glass separately
- We would work with Business Community to offer customized recycling options



SUNRISE
ENTERPRISES

Costs to Implement

1. Labor – We anticipate that between the Curbside Residential and enhanced Commercial Recycling we will add one FTE within the City of Sutherlin.
2. Capital Costs for Carts – Delivered cost of a 65 Gallon Roll cart is \$67.09 per Cart
3. Recycling Processing Fee – Sunrise Enterprises is our recycling processor and they recently informed us that they will charge us \$50.00 per ton to process the material from Sutherlin.
4. Incidental Cost – Start up cost such as delivering Carts to customers, additional trucking cost, additional office expense

Cost per Item

Cost per Item

Cost	Amount	%
Labor	60,000	
Cart Cost	30,500	
Processing Fee	93,275	
Incidental Cost	20,000	
Less Reduced Disposal	(60,000)	
Total System Costs	143,775	

Item	
Residential Customers	2,050
Average Weekly Recycled Material Generated	35
Annualized Tonnage	1,865
Processing Cost Per Ton	50
Total Processing Fee	93,275

Customer Makeup in Sutherlin

- Sutherlin Customers predominately use 95 Gallon Carts
- Most other municipalities predominately use 35 or 65 Gallon Carts

Type	#	%	%
35 Gallon Carts	625	32%	43%
65 Gallon Carts	590	29%	35%
95 Gallon Carts	790	39%	22%
Total Residences	2,005	100%	100%

Rate Request

Service	Current Rate	Proposed Rate
35 Gallon Cart	19.20	22.75
65 Gallon Cart	25.60	30.25
95 Gallon Cart	30.40	35.75
1.0 Yard Container (New rate)		80.00
1.5 Yard Container	107.00	126.25
3.0 Yard Container	214.00	252.50

Comparative Rates

Service	Sutherlin Sanitary	Roseburg Disposal	Rogue Disposal	Ashland Sanitary	Lane County
35 Gallon Cart	22.75	16.00	19.08	19.32	21.50
65 Gallon Cart	30.25	25.50	31.98	40.32	38.65
95 Gallon Cart	35.75	36.75	44.88	61.32	48.15
1.0 Yard Container	80.00	60.75		105.67	74.75
1.5 Yard Container	126.25	84.00	127.77	131.96	108.15
3.0 Yard Container	252.50	149.75	197.29		208.50

Implementation Schedule

July 1st – New Rates Implemented

July 1st – Order (2,000) 65 Gallon Recycling
Roll Carts

September 19th – Start to deliver Carts

October 2nd – Start Dual Stream Collection

Known Unknowns

1. The Actual Cost of Disposal. We estimate 35 pounds per week per household but that is below national standard but more inline with regional experience
2. Service Shifting. With the access to a recycling cart, how many residents will opt for a reduced service level.
3. The Long term viability of Sunrise Enterprises

6B. FIRE DEPARTMENT DISCUSSION ONLY





REPORTS





126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.ci.sutherlin.or.us

City of Sutherlin

STAFF REPORT					
Re: 14" Sanitary Sewer Force Main				Meeting Date: 6-26-2017	
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input checked="" type="checkbox"/>
Submitted By: Brian Elliott, Community Development Director				City Manager Review <input checked="" type="checkbox"/>	
Attachments:					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is to give City Council an update on the installation of roughly 3300 liner feet of 14" Sanitary Sewer Forcemain.

EXPLANATION

February 11, 2016 City of Sutherlin entered into a Mutual Agreement And Order (MAO) with DEQ. The MAO contract stated that the City must complete construction of the new 14" Force Main for the Everett Avenue Lift Station by no later than November 1, 2017. The new 14" Sanitary Sewer Force Main would eliminate weather related Sanitary Sewer Overflows (SSO) which is a violation of the City's National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit.

On April 20, 2017 all work was completed and the new 14" Force Main was put into service. City of Sutherlin received the "Substantial Completion" letter from The Dyer Partnership on May 24, 2017 stating that the installation was complete. The City will submit a letter to DEQ to state the City of Sutherlin has complied and met the MAO contract schedule with DEQ.

OPTIONS

Not Applicable

SUGGESTED MOTION(S)

None



126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.ci.sutherlin.or.us

City of Sutherlin

STAFF REPORT					
Re: Street Repair				Meeting Date:	06-26-17
Purpose:	Action Item	Workshop x	Report Only	Discussion x	Update x
Submitted By: Aaron Swan, Public Works Superintendent				City Manager Review	
Attachments: Detailed explanation					

EXPLANATION

I have selected sections of three streets (see attached) that meet the criteria, need wise, and the scope of work dollar value wise to use the money generated by the sale of the Ridgeview property.

OPTIONS

Open discussion about street choice and scope of work. Grant permission to move forward with project.

SUGGESTED MOTION(S)

None

At the City Manager's urging and under direction of Council I've put together a list of three streets that are in need of repair; more specifically areas within those streets that need repair. These areas are as follows:

1) East Fourth Avenue between Crown Point and Casa De Loma

The area to be repaired is **360' long and 30' wide**. The surface is badly alligatored. There is standing water in the center of the road which contributes to the deterioration of the asphalt.

Proposed fix:

There will be a tapered grind near the curb on both sides and a match grind at each end. An overlay in the middle will increase the crown, keeping the water off of the center of the road and directing it into the storm inlets. The estimate for this project is \$ 28,958.00

2) Mardonna Way - Starting at the intersection of Mardonna and East Fourth Avenue heading north 440'.

The area to be repaired includes the intersection at full width a short taper the remaining 340' is at an 18' width. The surface in the intersection is badly alligatored. The upper section is narrow, the edges are broken and uneven and there are many potholes. It is our most complained about side-street.

Proposed fix:

The intersection will be ground and a two inch lift of asphalt applied. Moving north, the narrow section will be widened by a foot on each side and a leveling layer of asphalt will be applied and overlaid with another two inch lift. Shoulder rock will be applied to all the driveways for a smooth transition. A small amount of storm drainage work (100' of 8" storm drain tied into existing catch basin and possibly a new catch basin will be required) the estimated total for this project is \$33,275.

3) West First Avenue just off State Street

The area to be repaired starting at State Street and moving westward 125' is badly alligatored with many potholes and broken edges. The center is depressed and standing water amplifies the problem.

Proposed fix:

Five feet on each side of existing asphalt excavated, prepped and paved with a two inch lift. Pre-level center and overlay two inch final lift to increase crown and prevent standing water on road. A new catch basin will be needed on south side of new asphalt. An ADA ramp will be required at the end of the sidewalk at the SW corner of State and W. 1st Avenue The estimated total for this project is \$20,240.



Estimated Area

Casa Deloma St

Crown Point St





W 1st Ave

Estimated 125°

99

N Slate St

Google earth

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City of Sutherlin

STAFF REPORT					
Re: Contract & Project Management System				Meeting Date: 6-26-2017	
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input checked="" type="checkbox"/>
Submitted By: Brian Elliott Community Development Director				City Manager Review <input checked="" type="checkbox"/>	
Attachments:					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is to provide Council an update to the Contract & Project Management System staff will be utilizing for upcoming projects, i.e., Central Avenue Pavement Improvement Project, Wastewater Treatment Facility, Central Park Playground/Splash pad, etc.

EXPLANATION

Contract & Management System of projects utilized for upcoming projects. As part of this Contract & Management System, each project will have various levels of coordination, which may include a Project Engineers, Project Managers, Project Construction Managers, Finance Manager and/or contacts from the various agencies involved, such as Douglas County, ODOT, DEQ, DSL, Corps of Engineers, etc. as necessary. With these fantastic City projects and staff's strategized plans, we are confident that our management system will allow each project to move forward smoothly and efficiently.

OPTIONS

Not Applicable

SUGGESTED MOTION(S)

None



City of Sutherlin

STAFF REPORT					
Re: Central Avenue Engineering Sub-Agreements				Meeting Date:	6/26/17
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: : Brian Elliott, Community Development Director and Adam Heberly with Heberly Engineering				City Manager Review	<input checked="" type="checkbox"/>
Attachments:					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is to provide an update for the next critical element to the Central Avenue Pavement Improvement Project of Engineering and Construction Agreements.

EXPLANATION

Engineering construction agreements are the next critical element to the Central Avenue Pavement Improvement Project. At this time we will discuss the Engineering Construction Services for the Central Avenue Pavement Improvement project. To maintain consistency and management of the project, the proposed agreements will be outlined in the same format as the Central Avenue Engineering Design Agreements.

1. Comstock to Calapooia, (original TOA)
2. Calapooia to State, (DC TOA)
3. North State St. to App. Emerald St. (ADA Curb Ramp)

OPTIONS

Non Applicable

SUGGESTED MOTION(S)

None



ADJOURNMENT

