

August-15						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 OMA Conference
2	3 Planning Comm 7pm	4 National Night Out CCI 5:30pm-Cancelled	5 Municipal Court Farmers Market 1st Wed	6 EDC Noon - No Mtg	7 S&CC 1st Friday	8
9	10 CITY COUNCIL 5:15 PM - WORK SESSION (B&C Interviews) 6:00 PM - WORK SESSION (Police Facility Needs) 7:00 PM - REGULAR MEETING 8:00 PM - URBAN RENEWAL AGENCY MEETING COMMUNITY AUDITORIUM	11 Red Cross Blood Drive 1pm - 6pm - Comm Aud Library 6:30pm	12 MPAC 5pm Farmers Market	13 PAC 5pm	14 WC Mayors	15 Uncorked 5pm
16	17 Chamber Luncheon - Offsite FGS&CC Bd Mtg 6:30pm Planning Comm 7pm	18 Fernhill Wetlands 5:30pm HLB 7:15pm	19 Municipal Court P&R 7am Westside Alliance Tour 11am CFC 5:15pm CAO 5pm CWAC 5:30pm Farmers Market	20	21	22 Birds&Brew 8am
23	24 NO CITY COUNCIL MEETING SCHEDULED	25 HLB (Moved to 18th)	26 PSAC MPAC 5pm Farmers Market	27 WEA Breakfast Sustainability 6pm	28 Chamber Golf Noon	29
30	31					
September-15						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 CCI 5:30 pm	2 Farmers Market 1st Wed CCI Forum: Plastic Bag Ordinance	3 EDC Noon	4 S&CC 1st Friday	5
6	7 Labor Day Holiday Offices Closed	8 Red Cross Blood Drive 1pm - 6pm - Comm Aud Library 6:30pm Planning Comm 7pm	9 MPAC 5pm Farmers Market	10 CAO 5pm WC Museum PAC 5pm	11 Rotary Golf 10am WC Mayors	12
13	14 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	15 Fernhill Wetlands 5:30pm	16 Municipal Court P&R 7am CFC 5:15pm CAO 5pm CWAC 5:30pm Farmers Market	17 Food Film 7:30pm	18 City Fair Health Benefits 7am-2:30 pm Comm Aud	19 Chalk Art Corn Roast
20	21 Chamber Luncheon FGS&CC Bd Mtg 6:30pm Planning Comm 7pm	22 HLB 7:15pm	23 PSAC LOC Board Mtg 10am MPAC 5pm Ford Leadership 4pm Farmers Market	24 WEA Breakfast Sustainability 6pm	25 LOC Annual Conference, Bend Oregon	26
27	28 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	29	30 Municipal Court Farmers Market			
October-15						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 EDC Noon	2 S&CC 1st Friday	3
4	5 Planning Comm 7pm	6 CCI 5:30pm	7 Farmers Market 1st Wed RPAG -CB 7pm	8 PAC 5pm	9 WC Mayors JWC	10
11	12 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	13 Red Cross Blood Drive 1pm - 6pm - Comm Aud Library 6:30pm	14 Municipal Court MPAC 5pm Farmers Market	15 Food Film 7:30pm	16 Virginia Garcia Health Ct Anniversary 5:30pm	17
18	19 Chamber Luncheon FGS&CC Bd Mtg 6:30pm Planning Comm 7pm	20 Fernhill Wetlands 5:30pm	21 P&R 7am CFC 5:15pm CAO 5pm CWAC 5:30pm Farmers Market	22 WEA Breakfast Sustainability 6pm	23 ODF 8am	24 Annual Mayor's Dinner 6pm - FGSCC
25	26 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	27 HLB 7:15pm	28 Municipal Court PSAC MPAC 5pm Farmers Market	29	30	31 Nyuzen Student Delegation Visit Oct 29 -Nov 2

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FOREST GROVE CITY COUNCIL

Monday, August 10, 2015

Meeting Agenda

5:15 PM – Work Session (*B&C Interviews*)
6:00 PM – Work Session (*Police Facility Needs Assessment*)
7:00 PM – Regular Council Meeting
8:00 PM – Urban Renewal Agency Meeting (*Separate Agenda*)
8:15 PM – Reconvene Regular Council Meeting

Community Auditorium
1915 Main Street
Forest Grove, OR 97116

Forest Grove City Council Meetings are televised live by Tualatin Valley Community Television (TVCTV) Government Access Programming, Ch 30. To obtain the programming schedule, please contact TVCTV at 503.629.8534 or visit <http://www.tvctv.org/government-programming/government-meetings/forest-grove>.

PETER B. TRUAX, MAYOR

Thomas L. Johnston, Council President
Richard G. Kidd III
Victoria J. Lowe

Ronald C. Thompson
Elena Uhing
Malynda H. Wenzl

All meetings of the City Council are open to the public and all persons are permitted to attend any meeting except as otherwise provided by ORS 192. The public may address the Council as follows:

➔ Public Hearings – Public hearings are held on each matter required by state law or City policy. Anyone wishing to testify should sign in for any Public Hearing prior to the meeting. The presiding officer will review the complete hearing instructions prior to testimony. The presiding officer will call the individual or group by the name given on the sign in form. When addressing the Council, please use the witness table (center front of the room). Each person should speak clearly into the microphone and must state his or her name and give an address for the record. All testimony is electronically recorded. In the interest of time, Public Hearing testimony is limited to three minutes unless the presiding officer grants an extension. Written or oral testimony is heard prior to any Council action.

➔ Citizen Communications – Anyone wishing to address the Council on an issue not on the agenda should sign in for Citizen Communications prior to the meeting. The presiding officer will call the individual or group by the name given on the sign in form. When addressing the Council, please use the witness table (center front of the room). Each person should speak clearly into the microphone and must state his or her name and give an address for the record. All testimony is electronically recorded. In the interest of time, Citizen Communications is limited to two minutes unless the presiding officer grants an extension.

The public may not address items on the agenda unless the item is a public hearing. Routinely, members of the public speak during Citizen Communications and Public Hearings. If you have questions about the agenda or have an issue that you would like to address to the Council, please contact the City Recorder at 503-992-3235.

City Council meetings are handicap accessible. Assistive Listening Devices (ALD) or qualified sign language interpreters are available for persons with impaired hearing or speech. For any special accommodations, please contact the City Recorder at 503-992-3235, at least 48 hours prior to the meeting.

Anna Ruggles, City Recorder
 Tom Gamble, City Manager
 Pro Tem

5:15

WORK SESSION: BOARDS, COMMITTEES AND COMMISSIONS (B&C) INTERVIEWS

The City Council will convene in the Community Auditorium – Conference Room to conduct the above work session(s). The public is invited to attend and observe the work session(s); however, no public comment will be taken. The Council will take no formal action during the work session(s).

Paul Downey, Administrative
 Services Director
 J. F. Schutz, Police Chief
 Tom Gamble, City Manager
 Pro Tem

6:00

WORK SESSION: POLICE FACILITY NEEDS ASSESSMENT

The City Council will convene in the Community Auditorium to conduct the above work session(s). The public is invited to attend and observe the work session(s); however, no public comment will be taken. The Council will take no formal action during the work session(s).

7:00

1. **REGULAR MEETING:** Roll Call and Pledge of Allegiance
1. A. **RESOLUTION NO. 2015-58 AUTHORIZING THE MAYOR TO DECLARE FOREST GROVE A PURPLE HEART CITY**
1. B. **PROCLAMATION:**
 - *City of Forest Grove a Purple Heart City & August 7, 2015, Purple Heart Day*
1. C. **RECOGNITION:**
 - *If I Were Mayor State Contest Poster Winner (Hannah Hepburn, Forest Grove)*
2. **CITIZEN COMMUNICATIONS:** Anyone wishing to speak to Council on an item not on the agenda may be heard at this time. *Please sign-in before the meeting on the Citizen Communications form posted in the foyer.* In the interest of time, please limit comments to two minutes. Thank you.
3. **CONSENT AGENDA:** See Page 4
4. **ADDITIONS/DELETIONS:**

- | | | |
|--|-------------|---|
| <p>Jeff King, Economic Development Manager
George Cress, Light and Power Director
Tom Gamble, City Manager Pro Tem</p> | 7:10 | <p>5. PRESENTATIONS:
5. A. <ul style="list-style-type: none">• <i>Washington County Industrial Site Assessment Study</i></p> |
| <p>Peter Truax, Mayor</p> | 7:30 | <p>5. B. <ul style="list-style-type: none">• <i>People for Libraries (Debbie Clark and Mike Smith, President of Friends of FG Library)</i></p> |
| <p>Peter Truax, Mayor</p> | 7:40 | <p>6. <u>RESOLUTION NO. 2015-59 OF THE FOREST GROVE CITY COUNCIL SUPPORTING THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES REPLACEMENT LOCAL OPTION LEVY BALLOT MEASURE 34-235</u></p> |
| <p>Peter Truax, Mayor</p> | 7:45 | <p>7. <u>RESOLUTION NO. 2015-60 OF THE FOREST GROVE CITY COUNCIL SUPPORTING THE WASHINGTON COUNTY PUBLIC SAFETY RENEWAL LOCAL OPTION LEVY BALLOT MEASURE 34-236</u></p> |
| <p>Paul Downey, Administrative Services Director
Tom Gamble, City Manager Pro Tem</p> | 7:50 | <p>8. <u>CONTINUE PUBLIC HEARING FROM JULY 13, 2015: SECOND READING OF ORDINANCE NO. 2015-07 OF THE CITY OF FOREST GROVE GRANTING A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO COMCAST OF OREGON II, INC.</u></p> |
| <p>Paul Downey, Administrative Services Director
Jon Holan, Community Development
Dan Riordan, Senior Planner
Tom Gamble, City Manager Pro Tem</p> | 7:55 | <p>9. <u>OPEN PUBLIC HEARING POSTPONED JULY 13, 2015: RESOLUTION NO. 2015-61 AUTHORIZING THE CITY MANAGER PRO TEM TO EFFECT THE SALE OF THE TIMES LITHO PROPERTY TO THE URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE AND TO ENTER INTO A PURCHASE AND SALE AGREEMENT (AND OTHER AGREEMENTS AS NECESSARY) WITH THE AGENCY</u></p> |
| | 8:00 | <p>10. RECESS REGULAR COUNCIL MEETING TO CONDUCT:
<u>URBAN RENEWAL AGENCY MEETING:</u>
The Forest Grove Urban Renewal Agency Board will convene in the Community Auditorium to conduct an Urban Renewal Agency Meeting (<i>Refer to separate agenda</i>).</p> |

- | | | | |
|--|--------------------|---------------------------------------|--|
| | <u>8:15</u> | 11. | <u>RECONVENE REGULAR COUNCIL MEETING:</u> |
| <p>J. F. Schutz, Police Chief
Paul Downey, Administrative Services Director
Tom Gamble, City Manager Pro Tem</p> <p>Tom Gamble, City Manager Pro Tem</p> | 8:20 | 12. | <u>RESOLUTION NO. 2015-62 AUTHORIZING THE ADDITION OF A FULL-TIME POLICE OFFICER FOR FOREST GROVE'S PARTICIPATION IN TRI-MET POLICING PROGRAM</u> |
| 8:30 | 13. | <u>CITY MANAGER'S REPORT:</u> | |
| 8:45 | 14. | <u>COUNCIL COMMUNICATIONS:</u> | |
| 9:00 | 15. | <u>ADJOURNMENT:</u> | |

3. **CONSENT AGENDA:** Items under the Consent Agenda are considered routine and will be adopted with a single motion, without separate discussion. Council members who wish to remove an item from the Consent Agenda may do so prior to the motion to approve the item(s). Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the Consent Agenda item(s).
- A. Approve City Council Regular Meeting Minutes of June 22, 2015.
 - B. Approve City Council Work Session (Employee Handbook) Meeting Minutes of July 13, 2015.
 - C. Approve City Council Joint Work Session (Sustainability Commission) Meeting Minutes of July 13, 2015.
 - D. Approve City Council Regular Meeting Minutes of July 13, 2015.
 - E. Accept Community Forestry Commission Meeting Minutes of April 15, 2015.
 - F. Accept Historic Landmarks Board Meeting Minutes of May 26, 2015.
 - G. Accept Parks and Recreation Commission Meeting Minutes of May 20, 2015.
 - H. Accept Planning Commission Meeting Minutes of May 18, June 15 and July 6, 2015.
 - I. Accept Public Arts Commission Meeting Minutes of June 11, 2015.
 - J. Accept Public Safety Advisory Commission Meeting Minutes of May 27 and June 24, 2015.
 - K. Library Department Quarterly Statistics Report for FY 2014-15.
 - L. Community Enhancement Program (CEP) Final Project Reports 2014-15.
 - M. **Endorse New Liquor License Application (Limited-On Premises) for Sauce Enterprises DBA: Thai House 2, 2036 Main Street, Suite B (Applicant: George Womack and Jack Vu)**

MEMORANDUM

TO: Mayor Peter Truax and City Councilors

PROJECT TEAM: Anna D. Ruggles, CMC, City Recorder
Thomas E. Gamble, City Manager Pro Tem

DATE: August 10, 2015

SUBJECT: Interview for Vacancies on Various Boards, Committees,
and Commissions

Attached you will find the following items for the Citizen Advisory Boards, Committees, and Commissions interview(s) scheduled for Council Work Session at 5:15 pm, August 10, 2015 (to allow sufficient time for 10-15 minute interviews per applicant):

- Boards, Committees, Commissions Number of Vacancies;
 - Possible Interview Questions; and
 - Application(s)
-

STAFF RECOMMENDATION:

Conduct an interview of the applicant(s) who expressed interest in serving on Citizen/Student Advisory Boards, Committees and Commissions. Determine new appointment(s). Based on Council's recommendation, resolution(s) making formal appointment will be presented for Council consideration at the next regular Council meeting.

2015 – BOARDS, COMMITTEES & COMMISSIONS VACANCIES

COMMISSION	REQUIREMENTS	# VACANCIES	EXPIRES
BUDGET Meets in April/May	7 – Members 3 – Year Term; All members must live in City per ORS		
COMMITTEE FOR CITIZEN INVOLVEMENT Meets 1 st Tuesday, 5:30 pm	7 – Members - 4 – Year Term Student Advisor	1 – Vacancy 1 – Student Vacancy	01/31/19 01/31/15
COMMUNITY FORESTRY COMMISSION Meets 3 rd Wednesday, 5:15 pm	7 – Members - 3 – Year Term 3 members may live outside City – Currently 3 Student Advisor	1 – Vacancy 1 – Student Vacancy	12/31/15 12/31/15
ECONOMIC DEVELOPMENT COMMISSION Meets 1 st Thursday, Noon	19 – Members - 3 – Year Term 6 Public & Non-Profit; 12 Business 1 At-Large Student Advisor	1 – Student Vacancy	12/31/15
HISTORIC LANDMARKS BOARD Meets 4 th Tuesday, 7:15 pm	7 – Members - 4 – Year Term 2 members may live outside City – Currently 0 Student Advisor	1 – Vacancy 1 – Vacancy 1 – Vacancy 1 – Student Vacancy	12/31/16 12/31/16 12/31/18 12/31/15
LIBRARY Meets 2 nd Tuesday, 6:30 pm	7 – Members - 2 – Year Term Student Advisor	1 – Vacancy 1 – Vacancy 1 – Student Vacancy	12/31/15 12/31/15 12/31/15
PARKS & RECREATION COMMISSION Meets 3 rd Wednesday 7:00 am	9 – Members - 4 – Year Term 3 members At-Large – Currently 2 2 members may live outside City – Currently 1 1 member each district: NNW = Forest Glen, Knox Ridge, Thatcher/Loomis; NW = Lincoln, Hazel Sills, Aquatic Center, Talisman; SW = Rogers; SE = Joseph Gale; NE = Bard and Stites Parks Student Advisor	1 – At-Large Vacancy 1 – Student Vacancy	12/31/17 12/31/15
PLANNING COMMISSION Meets 1 st and 3 rd Monday 7:00 pm	7 – Members - 4 – Year Term 2 members may live outside City – Currently 1 1 member in real estate for profit – Currently 1 2 members same trade/occupation – Currently 0		
PUBLIC ARTS COMMISSION Meets 2 nd Thursday, 5:00 pm	9 – Members - 3 – Year Term All members At-Large		
PUBLIC SAFETY ADVISORY COMMISSION Meets 4 th Wednesday 7:30 am	7 – Members - 4 – Year Term 2 members Rural Fire District – Currently 0 Non-Voting Reps Rural Fire Dist; Chamber; FG School District; and Pacific University	1 – Citizen Fire District 1 – Citizen Fire District 1 – Student Vacancy	12/31/16 12/31/17 12/31/15
SUSTAINABILITY COMMISSION Meets 4 th Thursday 6:00 pm	13 – Members - 4 – Year Term 3 At-Large; Voting Reps Clean Water Services; Economic At-Large; Educator; Ethnic/Cultural Affiliation; FG School District; Non-Profit Service; Pacific University; Sustainable Business; 1 Pacific University Student; and 1 – FG High School Student	1 – PU Student Vacancy	12/31/15

Possible Questions for B&C Applicant Interviews:

Please feel free to use any questions and/or information that you wish in order to conduct a successful interview. Please note: 5-7minutes are allotted for question and answer time.

If there were one area you've always wanted to improve upon, what would that be?

What can you offer the advisory board on which you would like to serve?

What are some of your proudest achievements?

What ideas do you have for increasing citizen involvement in Forest Grove?

Is there an area in which you think the City may be letting its citizens down? If so, what would that be?

What do you see as a critical need or a major concern facing the City?

Do you favor growth or do you feel the City is currently big enough?

How would you respond to an unpopular decision that is strongly criticized by the public? Such as making an unpopular decision that may go against property owners' desire or that is not supported by your friends and neighbors.

What ideas do you have that would help Forest Grove become a more sustainable community?

Do you have any grant-writing experience? _____

In addition, Mayor, please ask:

Do you have any conflict with the meeting date(s) and time(s) of the advisory board to which you have applied? _____

If we cannot appoint you to your first choice, are there any other advisory boards that interest you?

May we keep your application on file? _____

Do you have any questions for us? _____

Note: Once Council renders a decision on the status of the selected appointment(s), the City Recorder will notify applicant soon thereafter.



RECEIVED

JUN 19 2015

BY: Anna Johnson

CITIZEN ADVISORY BOARDS, COMMITTEES

Interview
Aug 10, 2015
5:20pm

(Please complete, sign and return)

Attn: Anna Ruggles, City Recorder
1924 Council Street • P. O. Box 326
Forest Grove, OR 97116-0326
Fax • 503.992.3207 Office • 503.992.3235
aruggles@forestgrove-or.gov

Please check the Advisory Board on which you would like to be considered for appointment. If interested in serving on multiple Boards, please list the order of preference (1-10). Terms vary. (Please note: The meeting dates/times are subject to change with advance notice).

- | | | | |
|--|-----------------------------------|---|---|
| <input type="checkbox"/> Budget Committee | 3-4 times in May | <input type="checkbox"/> Parks & Recreation Commission | 3 rd Wednesday, 7am |
| <input type="checkbox"/> Committee for Citizen Involvement | 1 st Tuesday, 5:30pm | <input type="checkbox"/> Planning Commission | 1 st & 3 rd Monday, 7pm |
| <input type="checkbox"/> Community Forestry Commission | 3 rd Wednesday, 5:15pm | <input type="checkbox"/> Public Arts Commission | 2 nd Thursday, 5pm |
| <input type="checkbox"/> Economic Development Commission | 1 st Thursday, Noon | <input type="checkbox"/> Public Safety Advisory Commission | 4 th Wednesday, 7:30am |
| <input type="checkbox"/> Historic Landmarks Board | 4 th Tuesday, 7:15pm | <input checked="" type="checkbox"/> Sustainability Commission | 4 th Thursday, 6pm |
| <input type="checkbox"/> Library Commission | 2 nd Tuesday, 6:30pm | | |

NAME: Jacob Rose
 RESIDENCE ADDRESS: [REDACTED]
 MAILING ADDRESS: [REDACTED]
 EMPLOYER: —

HOME PHONE: [REDACTED]
 BUSINESS PHONE: —
 E-MAIL: [REDACTED]
 OCCUPATION/PROFESSION: Pacific Univ. Student

Years living in Forest Grove? 1 Live in City limits? Yes How did you hear of this opportunity? Via Deke Gunderson

How would you currently rate City's performance? Excellent Good Fair Poor

What ideas do you have for improving "Fair" or "Poor" performance? I would like to see greater environmental awareness within the community from City efforts

Why are you interested in serving on the Advisory Board/Committee/Commission? I'm interested in being the nexus between the City's & Pacific's environmental efforts.

What contributions do you feel you can/will make to the Board/Committee/Commission? I can increase student involvement in the City's events & foster a beneficial relationship between university & City.

What qualifications, skills, or experiences would you bring to the Board/Committee/Commission? I've volunteered for Adelante Mujeres, I've interned at Clean Water Services, and ~~worked~~ I've worked for & studied under the Environmental Science Department at Pacific University.

Previous/current appointed or elected offices: —

Previous/current community affiliations or activities: Adelante Mujeres, Clean Water Services, Students for Environmental

If not appointed at this time, may we keep your name on file? Yes No

Signature: Jacob Rose Date: 6/16/15
 I have sufficient time to devote to this responsibility and will attend the required meetings if appointed.

(App 01/14)



STUDENT ADVISORY BOARDS, COMMITTEES

(Please complete, print and sign and/or use electronic signature.)

Interview
Aug 10, 2015
5:30pm

1027 Council Street • P. O. Box 326
Forest Grove, OR 97116-0326
Fax • 503.992.3207 Office • 503.992.3235
aruggles@forestgrove-or.gov

Please check the Student Advisory Board on which you would like to be considered for appointment. If interested in serving on multiple Boards, please list the order of preference (1-8). Term expires December 31st with the option to apply for reappointment for additional term(s). (Please note: The meeting dates/times are subject to change with advance notice).

- | | | | |
|--|-----------------------------------|--|-----------------------------------|
| <input type="checkbox"/> Committee for Citizen Involvement | 1 st Tuesday, 5:30pm | <input type="checkbox"/> Parks & Recreation Commission | 3 rd Wednesday, 7am |
| <input type="checkbox"/> Community Forestry Commission | 3 rd Wednesday, 5:15pm | <input type="checkbox"/> Public Arts Commission | 2 nd Thursday, 5pm |
| <input type="checkbox"/> Economic Development Commission | 1 st Thursday, Noon | <input type="checkbox"/> Public Safety Advisory Commission | 4 th Wednesday, 7:30am |
| <input type="checkbox"/> Historic Landmarks Board | 4 th Tuesday, 7:15pm | <input type="checkbox"/> Sustainability Commission | 4 th Thursday, 6pm |
| <input checked="" type="checkbox"/> Library Commission | 2 nd Tuesday, 6:30pm | | |

NAME: Mitchell Faris
 RESIDENCE ADDRESS: [Redacted]
 MAILING ADDRESS: [Redacted], Forest Grove
 SCHOOL: Forest Grove High School

HOME PHONE: [Redacted]
 OTHER PHONE: [Redacted]
 E-MAIL: [Redacted]
 GRADE ENROLLED: 10 - freshman

Years living in Forest Grove? 16 Live in City limits? No How did you hear of this opportunity? School

How would you currently rate City's performance? Excellent Good Fair Poor

What ideas do you have for improving "Fair" or "Poor" performance? N/A

Why are you interested in serving on the Advisory Board/Committee/Commission? I enjoy reading and community service. As a kid, I also spent a lot of time in the library participating in programs and reading.

What contributions do you feel you can/will make to the Board/Committee/Commission? Being a high school student, I will provide a unique perspective on what is important to students regarding the library.

What qualifications, skills, or experiences would you bring to the Board/Committee/Commission? I am active in an athletic leadership group and represent a population that enjoys the library.

Previous/current appointed offices: N/A

Previous/current community affiliations or extracurricular activities: National Honors Society, Interact Club

If not appointed at this time, may we keep your name on file? Yes No

Signature: <u>Mitchell Faris</u>	Date: <u>5/6/15</u>
I have sufficient time to devote to this responsibility and will attend the required meetings if appointed.	

(Student App 01/14)



CITIZEN ADVISORY BOARDS, COMMITTEES

(Please complete, sign and return)

Interview Aug 10, 2015 5:40pm

Forest Grove, OR 97116-0326 Fax • 503.992.3207 Office • 503.992.3235 aruggles@forestgrove-or.gov

Please check the Advisory Board on which you would like to be considered for appointment. If interested in serving on multiple Boards, please list the order of preference (1-10). Terms vary. (Please note: The meeting dates/times are subject to change with advance notice).

- Budget Committee 3-4 times in May
Committee for Citizen Involvement 1st Tuesday, 5:30pm
Community Forestry Commission 3rd Wednesday, 5:15pm
Economic Development Commission 1st Thursday, Noon
Historic Landmarks Board 4th Tuesday, 7:15pm
Library Commission 2nd Tuesday, 6:30pm
Parks & Recreation Commission 3rd Wednesday, 7am
Planning Commission 1st & 3rd Monday, 7pm
Public Arts Commission 2nd Thursday, 5pm
Public Safety Advisory Commission 4th Wednesday, 7:30am
Sustainability Commission 4th Thursday, 6pm

NAME: Brad Bafaro HOME PHONE: [redacted]
RESIDENCE ADDRESS: [redacted], Forest Grove OR. BUSINESS PHONE: [redacted]
MAILING ADDRESS: Same E-MAIL: [redacted]
EMPLOYER: Forest Grove School District OCCUPATION/PROFESSION: Special Education Director

Years living in Forest Grove? 50 years Live in City limits? yes How did you hear of this opportunity? Tom Gamble

How would you currently rate City's performance? [] Excellent [x] Good [] Fair [] Poor

What ideas do you have for improving "Fair" or "Poor" performance? Baseline performance (Strategic Plan) and develop clear measurable goals for improvement.

Why are you interested in serving on the Advisory Board/Committee/Commission? If always had a passion for park and recreation service in the City of Forest Grove.

What contributions do you feel you can/will make to the Board/Committee/Commission? Many years of experience in this area and a focus on people with disabilities.

What qualifications, skills, or experiences would you bring to the Board/Committee/Commission? Education and Experience

Previous/current appointed or elected offices: None

Previous/current community affiliations or activities: Non-profits - School - Programs - Landscape Maintenance

If not appointed at this time, may we keep your name on file? Yes No

Signature Brad Bafaro Date: 5-20-15
I have sufficient time to devote to this responsibility and will attend the required meetings if appointed.

(App 01/14)

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August 10, 2015

REPORT ON POLICE FACILITY NEEDS ASSESSMENT

PROJECT TEAM: Janie Schutz, Police Chief
Paul Downey, Director of Administrative Services
Thomas Gamble, City Manager Pro Tem

ISSUE STATEMENT: In FY 2013-14, the City Council established Objective #9 Police Department Facility Needs Assessment as part of Goal #2 of Promote a Prudent Financial Plan to Maintain Effective Service Levels of a Full-Service City. That objective was carried over to fiscal years 2014-15 and 2015-16 as part of the Council's annual goal setting process. Completion of this objective was assigned to the Police Department and Administrative Services.

DISCUSSION: In February 2015, the City hired McKenzie, a full service architectural and engineering firm, to work with staff in preparing a needs assessment of the police facility looking at the needs of the department over the next thirty years and the current facility's capability of supporting those needs. McKenzie has significant experience in needs assessment and facility design for public safety facilities.

The study has progressed and a Needs Assessment Report has been prepared by McKenzie and is attached to this staff report. The report has an Executive Summary at the front of the report that highlights the details in the report. At the work session, McKenzie will have a Powerpoint presentation addressing the highlights of the report. The report concludes the current facility is not adequate for current operations and reviews three options for future police facilities: 1) remodeling and expanding the current building; 2) tearing down the current building and rebuilding on the current site; and 3) building a new facility on a different site and remodeling the current building for general purposes. Any of the options implemented will require the City to finance the improvements most likely through the issuance of general obligation bonds which would require voter approval.

STAFF RECOMMENDATION: At the conclusion of the work session, staff will be looking for initial Council input on the next step(s), if any, that Council may want to consider as part of the process to address the Police Department's facility needs.

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NEEDS ASSESSMENT

FOREST GROVE POLICE DEPARTMENT

PDF Page 17



OUR HISTORY. OUR FUTURE. OUR PROMISE.

The values of our founder, Tom Mackenzie, remain the hallmarks of our firm. Upon this foundation we have, steadily and intentionally, built a team of experts focused on delivering the highest level of design excellence in service to our clients. This mark is our signature and our bond.

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INTRODUCTION

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PROJECT TEAM

Forest Grove Police Department

Janie Schutz - Chief of Police
Kevin Ellingsburg - Captain
Michael Herb - Captain
Scott King - Detective
Lisa Cannon - Records / Administration



City of Forest Grove

Paul Downey - Director of Administrative Services
Andrew Losli - Facilities Maintenance



Mackenzie

Jeff Humphreys - Project Principal
Scott Moore - Project Architect
Cathy Bowman - Architecture
Ryan Baker - Structural Engineering
Brian Varricchione - Land Use Planning



Construction Focus, Inc.

Steve Gunn - Construction Cost Estimator



Project Team

Police Station

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PROJECT INTRODUCTION

The Forest Grove Police Department is seeking to replace their existing Police Station, built in 1977 with some minor renovations. As detailed throughout this report, the replacement facility has been designed in an effort to better meet Forest Grove's needs and goals; provide a more efficient operational model and layout; better align with the current space demand for the Department; and allow for future staff and facility growth.

The City of Forest Grove selected Mackenzie to assist with an evaluation of the existing conditions of the current facility; work with staff to validate the building space-needs program for a replacement facility; and provide a conceptual design and cost estimate for the building.

Mackenzie, which was established in 1960 and is based in Portland, Oregon, provides an integrated design approach to projects, including architecture, structural engineering, landscape architecture, civil engineering, land use planning, transportation planning and interior design services. Mackenzie's Public Projects team specializes in municipal and emergency response facility design, space needs evaluations, and bond campaign assistance. In the past decade, Mackenzie has worked on publicly funded projects in Oregon and Washington for more than 50 counties and municipalities, providing design and engineering services for more than 40 fire facilities, 18 police facilities and six municipal office buildings.

The project has been conceived as a build-out to meet the 30-year needs of the Department. The new facility is envisioned to be approximately 27,000 square feet, with the ability to expand the facility to meet the 30-year needs of Forest Grove Police. After the initial collaborative programming process, Mackenzie developed conceptual building and site designs for the facility, with input received from Police Department staff. An estimate of anticipated project costs, inclusive of construction, consultant, and owner costs required to fund the project has been provided based on the four different development scenarios.

The information contained within this report provides a detailed overview of Mackenzie's work with the Forest Grove Police Department. All steps involved in this process have been documented and organized based on the associated task, and are contained within the pages of this report for the City of Forest Grove's consideration. Recommendations for next steps have been outlined at the end of the Executive Summary.

iv EXECUTIVE SUMMARY

Public facility design, specifically police stations, are unique in that the building and all its functions are tools integral to the effective and efficient enhancement of agency operations and safety. Police station design focuses on functionality, and its critical role in meeting the stringent requirements associated with protection and security of the building, its staff, and the community served. Jurisdictional, state, and federal criteria for safety, security and operational procedures drive these requirements and invariably impact design considerations. These criteria ensure that this facility not only is able to improve operational efficiency on a day-to-day basis, but is capable of evolving over the life of the building, resisting and responding to emergency events, providing critical services for the citizens of Forest Grove, enhancing the built environment of the surrounding area with a strong civic presence, and encouraging investment in the community.

The following report encompasses the primary tasks requested by the Forest Grove Police Department to determine the feasibility of a replacement facility in meeting the criteria stated above including:

- 1) Existing Facility Assessment
- 2) Program Validation
- 3) Plan Development / Concept Design
- 4) Cost Development

Process and Methodology

Mackenzie employed programming, communication, consensus-building, and goal-setting techniques to ensure that the final report meets the expectations of the stakeholders involved in the process. Using a multidisciplinary approach, extensive public project experience, and lessons learned on previous police and public building projects, the team provided architectural, structural, space planning, site planning and land use planning services to meet the project objectives and deliverables.

Mackenzie worked with key staff within the Police Department throughout the design process to support and strengthen dialogue between the Design Team and the Department. The process encompassed the following tasks, each of which have been documented within this report.

Task #1: Existing Facility Assessment

Mackenzie toured the existing facility at 2102 Pacific Avenue to examine and document current space deficiencies, operations, building systems, and the structural integrity of the existing facility as it pertains to seismic design requirements for an essential facility. This evaluation sets the stage for additional programming dialogue around operational requirements, department culture, and required adjacencies—both those indicative of police facilities as well as those unique to the Forest Grove Police Department.

The preliminary focus of this task concentrated on examination and documentation of existing infrastructure, building access and circulation, secure and public parking, ADA compliance, and life safety compliance.

Primary concerns noted through evaluation of the existing facility includes:

- Based on the age and condition of the current police station, it does not meet current seismic criteria requirements of essential facilities.
- Several areas of the building are deficient meeting both ADA and current code requirements.
- The ability to expand the existing facility is limited due to availability of land. Due to site constraints, there is an overall lack of adequate on-site parking and a complete lack of secured parking for Police Department staff.
- There is a shortage of available space to effectively and efficiently operate within the confines of the existing facility.
- Inadequate facilities for interviewing detainees, informants, and victims.
- Lack of proper facilities for processing and holding juvenile offenders.

Task #2: Program Validation

In conjunction with examination of present conditions, Mackenzie worked closely with Forest Grove Police Department staff to better understand the current space needs and those projected based on a 30-year growth forecast. The facility program includes the spaces identified in the previously completed *2008 Forest Grove Facilities Master Plan* report (completed by SERA). The critical needs of the Department identified in the assessment include a public lobby area that provides separation between victims, suspects, and sex offenders; secure interview and holding rooms; meeting rooms; evidence storage; adequate secure parking for employees and department vehicles; back-up power; and available workspace, among other programmed spaces. Mackenzie utilized a series of space standards to validate the space allocations. The team developed a program matrix that identified the required spaces, their approximate size, and the amenities and equipment within each space. After development of this document and prior to gaining Department staff approval, Mackenzie reviewed the findings with the Department to clarify any questions or comments brought up over the course of the programming process.

Evaluation of the space needs program determined that a facility of approximately 27,000 square feet would be necessary by the end of the 30-year forecast window. Mackenzie determined that the approximately 12,500 square feet of space the Forest Grove Police Department currently operates out of is less than one-quarter the building size required to operate efficiently through the next 30 years. In conjunction with facility projections, it was determined that secure parking provided for staff and operational vehicles, and public parking are both greatly undersized. Projections indicate a 30-year demand of 15 public parking stalls, 40 spaces for personal staff vehicles, 33 spaces for secure police parking, of which 15 are covered spaces for secure squad car parking.

Mackenzie further validated the growth projections and space needs by comparing the program to similar jurisdictions and newly constructed facilities in the region. At 300 square feet per staff member, the existing Forest Grove Police Department is well below comparable jurisdictions, when compared to newly completed facilities, which average approximately 500 square feet per staff member at time

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of building completion (calculated using staffing counts at time of move-in). Based on this average, a projected growth to 27,109 square feet would allow for a projected staff count of 53 to grow and expand within the facility over the next 20 years. The anticipated ratio of staff at the projected staff count to programmed building size (53 staff in 27,109 square feet), equates to a ratio within the industry accepted trend of 511 square feet per officer.

Task #3: Plan Development / Concept Design

After programming confirmation, Mackenzie prepared a series of adjacency diagrams to illustrate spatial adjacencies and relationships specific to police facilities and those particular to the Forest Grove Police Department. To allow for a comprehensive analysis, the Design Team evaluated a few adjacency concepts for the building and its various scenarios. Scenario 1 explored the option of renovating the existing station and creating an addition directly adjacent to it. Scenario 2 explored the option of a complete demolition of the existing police facility and a rebuild on the existing site. Scenario 3 explored the option of relocating the police station to a different site, located on 19th Avenue between Ash Street and Main Street. This location was selected as an example because of its proximity to the current city facilities and is relatively undeveloped. Scenario 4 explored the option of city functions relocating to this existing building should the existing police station be relocated to an alternate site.

These concepts were developed to graphically illustrate and represent programming functions and their relationships to each other, while also taking into consideration department culture, division work philosophies and general circulation. Each concept also takes into account specific security requirements of a police facility, relationships of various divisions to one another, and the public functions of the facility.

Mackenzie evaluated the site and building program with the Department and used it to identify the strengths and weaknesses of a few initial alternative concepts. Preliminary site plans and floor plans were developed based on the information gathered during the programming task and reviewed with the Department to obtain input, and select the appropriate scheme for further refinement.

Task #4: Cost Development

Based on the final concept design, Construction Focus, Inc. has developed a Statement of Probable Cost for the new facility development scenarios and the associated site improvements. These cost projections are comprised of the opinion of costs related to the anticipated raw construction costs and general contractor margins based on a publicly funded project requiring prevailing wage rates for construction.

In conjunction with the development of the construction costs, Mackenzie has prepared cost forecasts for consultant costs, including architectural/engineering fees, construction management fees, special inspections, and geotechnical inspections. Mackenzie worked with the Forest Grove Police Department to evaluate and compile potential owner costs, including fixtures, furnishings and equipment; lockers and shelving; moving costs; and applicable permit fees. A final cost matrix has been prepared that provides a comprehensive look at all anticipated costs associated with the project, summarized to

Summary of Recommendations

- Based on severe issues with inadequate space for current and future Police Department functions, irregular shape of the floor plan, and lack of available surrounding land for expansion, the existing facility is challenged to meet current needs or future growth requirements of the Department. Relocation to a site suitable for the development of an adequately-sized facility with sufficient parking is recommended.
- Examination of the existing police station found the building's current condition, building size, irregular footprint, and outdated systems did not make reuse of the building for an essential facility practical or cost-effective.



- Examination of the site on 19th Avenue, selected by the City and Department, found the site to be sized for the immediate development requirements of the new Forest Grove Police Station; both for the facility as well as necessary site infrastructure.
- The construction of a new two-story police facility (of approximately 27,000 square feet) will have primary access from 19th Avenue from the north, secondary access from Ash Street to the east, and secure parking on the west portion of the site.

NEXT STEPS

- **Confirm selection of preferred scenario:**

Based on the findings of Mackenzie's Needs Assessment, the Police Department and project representatives from the City of Forest Grove have identified Scenario 3 as the preferred development scenario. If confirmed, Mackenzie recommends that a more comprehensive concept design to be completed to develop a better understanding of the design and cost of the development. The concept design should encompass a detailed floor plan, site plan, and an analysis of exterior design options that embrace the aesthetic preferences of the community. The final selected scenario and concept design should then be taken to a cost estimator for a detailed Statement of Probable Cost for the facility and the associated site improvements.

- **Determine property availability:**

At the time of this report, the availability and cost of the site for the recommended development scenario was unknown. An estimated cost of the property was included in the budget, but the cost described and availability of the property should be confirmed.

- **Establish a desired time line and budget for the project**

Based on the findings of Mackenzie's analysis, it is determined that the overall projected construction costs of the project as described in this report are estimated to be approximately between \$10,225,000 and \$12,750,000. It is encouraged that the Department agree on an expectation of project costs and schedule development to provide clear direction to those that represent the project.

- **Determine funding mechanism**

Confirm funding mechanism(s) the City expects to pursue to complete the project. Once determined, the City should assess the financial impact, if any, to the local community to determine the feasibility of requesting support from citizens.

- **Public outreach / campaign process**

The Department should begin the process of presenting the need for the new/renovated facility to the local community to gain support for a bond request in the future. This effort would include public tours of the Department, to allow attendees to observe the condition of the existing station; and a community visioning session to illicit input from the public and the Department to determine the aesthetic goals and civic impact of the facility. It is also suggested that a process for outreach to local community organizations and private business with an interest in the project be developed and executed. Providing consistent updates and feedback to the community ensures that the message reaches as many people as possible.

- **Develop your Advocacy Group**

A Public Advisory Committee (PAC) is recommended to be established. The City's Current Public Safety Advisory Committee (PSAC) would be the logical choice for this function since this is comprised of local community members active in and supportive of the needs of the Police Department. The PAC will be instrumental to continuing the momentum generated during the initial needs assessment phases.

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EXISTING FACILITY ASSESSMENT

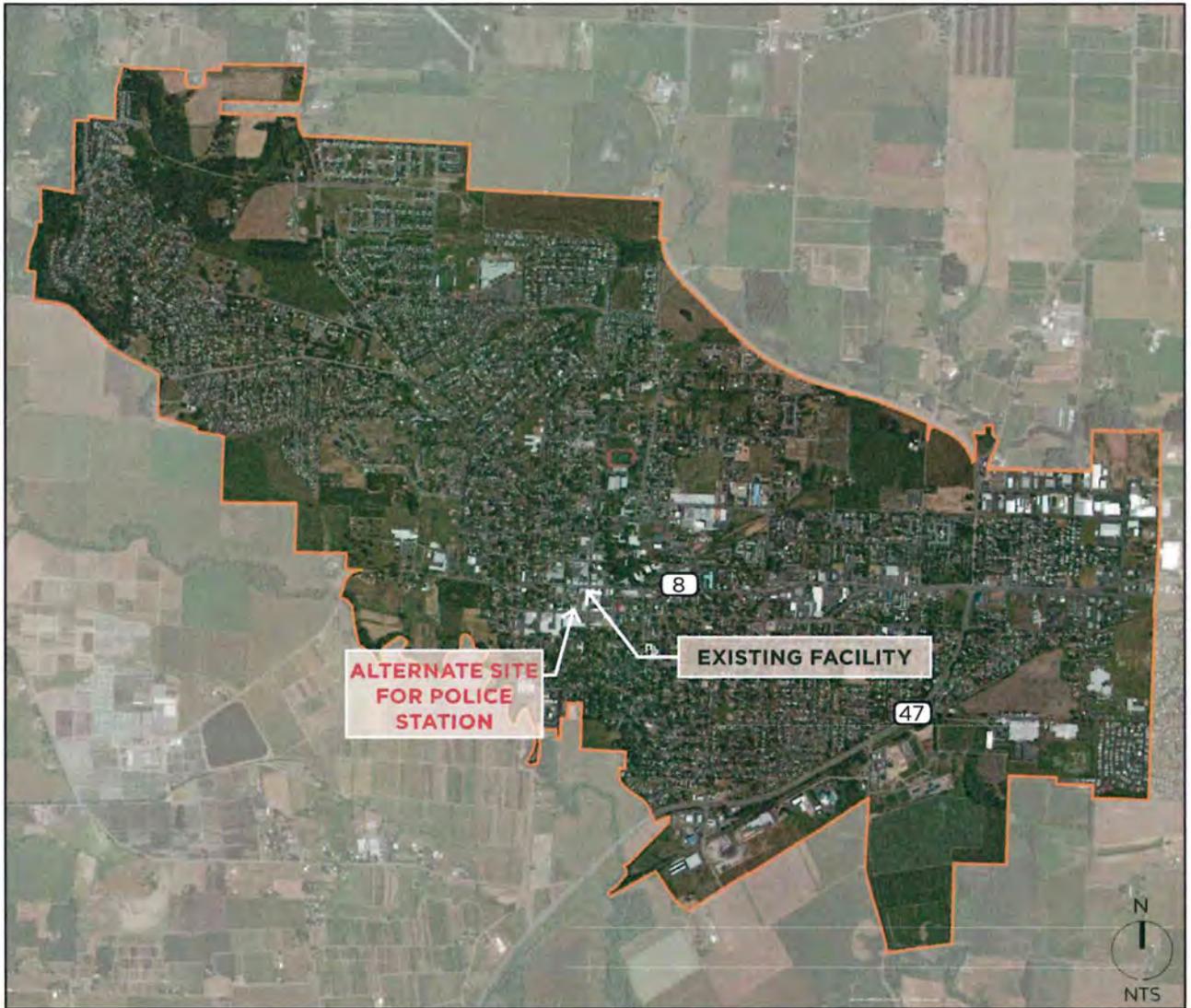
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EXISTING FACILITY ASSESSMENT

The existing facility occupies approximately 12,000 square feet at 2102 Pacific Avenue, Forest Grove, Oregon. The building was built in 1977, adjacent to the Forest Grove Library. The US Census Report Estimates that there will be approximately 50% growth in population from 2010 to 2050.

Mackenzie performed an architectural, structural and high level building systems observation of the existing building. This included a thorough review of its current use, operational deficiencies, and structural condition. Mackenzie's primary observations have been summarized with photo identification noted on the following floor and site plans and subsequent pages of this section.



FOREST GROVE, OREGON

- Established : 1841
- Population: 21,083
- Size: 5.88 sq. miles
- County: Washington

Existing Facility Assessment

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EVALUATION OF DEFICIENCIES

The evaluation of existing conditions of the current police facility assessed and documented the site and building to identify non-code compliant items, materials and systems that are at or near the end of their useful life, and space deficiencies that interfere with operational requirements of the Department.

The current building has been found to be unsuitable to meet the needs of the Police Department in its capacity to serve the citizens of Forest Grove. Of primary concern is the inability of the existing structure to meet Immediate Occupancy classification required for Essential Facilities; the degradation of interior and exterior building materials; as well as safety concerns for both staff and the general public resulting from the inadequate function of the facility that houses the Police Department. Beyond these aspects, the building suffers from a lack of public presence, has inappropriate public and secure access, contains spaces that are grossly undersized and over-utilized to meet the Departments current needs, and is non-compliant with current ADA (Americans with Disabilities Act) and Oregon Energy Code standards.

Operational Deficiencies

The main public entrance does not provide an emergency lock-down vestibule, and the lobby space is inadequate to accommodate multiple visitors at one time. The lobby does not have access to a public bathroom, but must enter the secure area to use the facilities. There is no dedicated meeting space outside of the secure department spaces. As the space currently exists, officers are required to hold private conversations with the public in the lobby, or escort them into the secure portion of the facility to a conference room.

The size and layout of the public lobby poses multiple security concerns for visiting public, as it forces victims to occupy the same area as possible detainees, and those registering in the sexual offender database. The seating area traps visitors in the lobby with no means of escape if an altercation ensues at the reception window.

The Police Department itself lacks a clear hierarchy of security. The area allocated for processing detainees is not separately secured, creating potential for individuals to attempt to flee through other areas of the facility. Detainees enter through a common corridor and past Officer Evidence Processing, creating the potential for chain of custody issues. There is currently no ability to separate adult detainees from juveniles. The areas serving the purpose of processing detainees are not hardened and as a result are susceptible to damage and increased maintenance and repair costs. Police operations are spread throughout the facility, limiting the Departments ability to consolidate divisions and capitalize on operational efficiencies. A lack of space is evident throughout, with numerous areas having been re-purposed to accommodate the growth of the department. The locker rooms suffer from a lack of ventilation and storage space, creating clutter around the lockers and circulation space. An exterior shed has been erected to house oversize evidence storage.

Structural Deficiencies

The City of Forest Grove Municipal Services Center is a light-framed wood structure with a masonry veneer located at 2102 Pacific Avenue in Forest Grove, Oregon and was originally constructed in 1977 with no significant alterations since. The building is a single-story structure with a partial basement and is separated into two distinct parts by a steel truss spandrel at each end that is clad with brick veneer. The Police Department is located on the West end while the Library is located on the South

end. This evaluation addresses the Police Department only while the South library end is constructed of a similar style. The building is approximately 14 feet tall with a roof structure composed of glulam girders and engineered wood I-joists. The building's lateral system is wood sheathed shearwalls in each direction. The perimeter of the police building is laterally supported by wood sheathed shearwalls while bearing walls with gyp sheathing is present throughout the interior of the space.

Structurally the building appears to be in good shape with no structural damage or obvious deferred maintenance items visible. Small cracks were visible in a few locations at interior masonry at the holding cells and at exterior masonry veneer. All cracks were appeared to be nonstructural and did not appear to be of concern.

A Tier 1 seismic evaluation (structural elements only) of the building was conducted using the checklists of ASCE 41-13. The building was classified as Immediate Occupancy for this evaluation meaning that the building must be able to be immediately occupied following a major seismic event with only cosmetic, non-functional damage. This is consistent with the designation of most newly constructed fire and police as "Essential Facilities" which much remain operational following a seismic event. An observation of the Police Department was performed and in addition the existing drawings for the building were reviewed.

The following are a brief explanation of deficiencies identified in the Tier 1 deficiencies checklist attached as an appendix:

Structural

- **Shear Stress Check:** The ASCE 41-13 checklists provide a general method for evaluating the shear stress in a building's shearwalls. In this case, the building exceeds the allowable shear stress at the diagonal wall extending from grid 3 to approximately grid 5. Additionally, the anticipated seismic force levels have increased substantially since this building was designed and the existing shearwalls are likely inadequate for an essential facility under the current building code.
- **Openings:** The east wall that continues from grid 3 to approximately grid 5 at a diagonal has openings that continue the majority of this wall. There are solid walls each end of the wall directly adjacent to openings but there appears to be inadequate ties between the offset glulam girders and the shearwalls that are not in line with each other. Blocking and strapping at the roof diaphragm each end of the openings if not present will sufficiently tie the wall together at these transitions.
- **Hold-Down Anchors:** No shear wall anchors are specified at the ends of shear walls. At shearwalls with no net overturning forces it is not necessary to have hold-downs. It is possible that they are not required but, a detailed analysis of each shear element will be required to determine this. If they are required it will be necessary to open the wall up to expose the framing and install a post-installed anchor to the foundation at each end of a shearwall with overturning.
- **Roof Chord Continuity:** One location in particular is not detailed with a continuous chord. This wall line is covered in Openings noted above. Most conditions are detailed such that a

Evaluation of Deficiencies

continuous chord is present.

- **Plan Irregularities:** A number of re-entrant corners do not appear to have ties capable of developing tension forces at the roof diaphragm. One location where this is present is at the north east corner of the sally port. These locations will require blocking and strapping at the roof to be engineered and installed.
- **Diagonally Sheathed and Unblocked Diaphragms:** The roof sheathing is not detailed such that all edges have diaphragm blocking. There are some conditions where the diaphragm spans more than 30 ft and is not compliant. Further analysis will be necessary to justify that the roof diaphragm sheathing does not require blocking at all panel edges.

Nonstructural

- **Ties:** Ties are identified on the drawings and are spaced at 1'-4" o.c. meeting the requirements of this check. However, there is no indication as to the type of material used. It is common for the fasteners supporting these ties to deteriorate from exposure to wet weather. The ties and fasteners should be verified to be made using corrosion resistant steel and in good condition.

ADA (Americans with Disabilities Act) Deficiencies

The public entry to building does not have a push button actuator to provide hands free access through the front entry doors. The reception counter does not comply with ADA height requirements, and the ability to maneuver within the waiting area is limited. The locker room toilets and showers are not ADA-compliant, nor does the break room sink meet ADA clearance requirements.

Support Space and System Deficiencies

In general the support spaces are comprised of overlapping functions and are overcrowded. The offices are unsecured and undersized to meet their required functions, and there is inadequate meeting and training space for the officers and staff to remain on-site. Storage space within the building is inadequate and inconvenient, and the police vehicles lack weather protection, requiring more frequent maintenance and repair.

Energy Code Deficiencies

Throughout the facility, Mackenzie observed a number of mechanical and ventilation concerns. Such concerns generally surrounded a lack of comfort within the spaces where the mechanical zoning results in rooms that are either too cold or too hot for their intended purpose. Primary ventilation concerns were observed within the offices and locker rooms. General plumbing fixtures appeared to be operational; however, many fixtures throughout the restrooms do not meet current accessibility requirements and have high water usage. The building is equipped with an emergency generator that is undersized.

There is insufficient insulation at the exterior walls and roof; single pane windows and un-insulated doors; in addition to the inadequate air distribution and zoning.

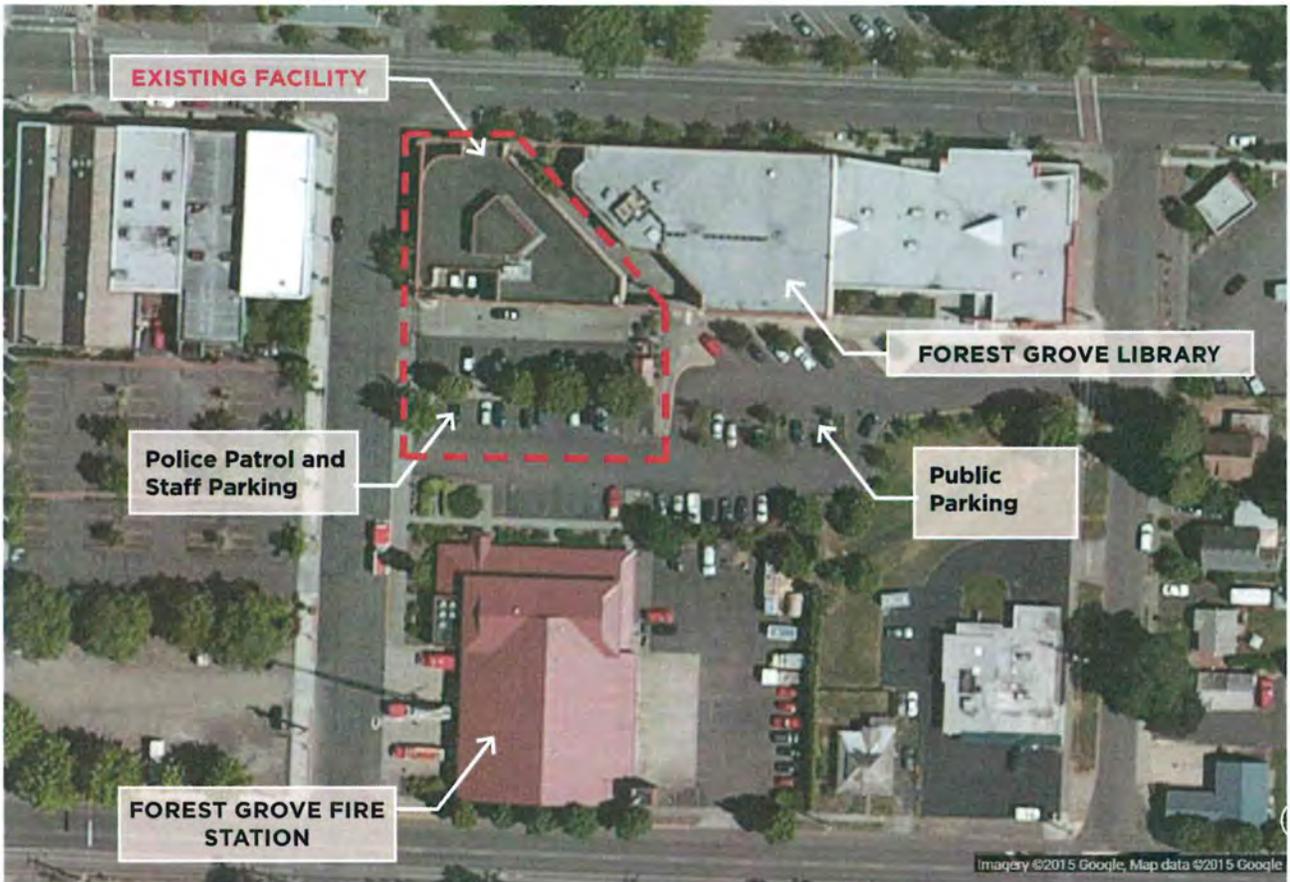
Building Systems at the End of their Useful Life

The existing HVAC systems appear to have inadequate zoning and air distribution. The spaces used for fingerprinting and forensics work has inadequate ventilation and make-up air. The existing packaged rooftop unit is beyond its useful life.

Plumbing fixtures exceed current code requirements for low flow plumbing fixtures. Piping material is nearing the end of its useful life. The existing electric water heater is inefficient in its use of energy for water heating. There does not appear to be limiting controls to schedule the water heater off according to energy code.

Work areas have inadequate lighting levels for detailed work. Lighting levels and number of light fixtures are inefficient and do not appear to meet current energy code values.

EXISTING FACILITY DOCUMENTATION



EXISTING POLICE STATION

LOCATION

- 2102 Pacific Avenue
Forest Grove, OR 97322

YEAR BUILT/REMODELED

- 1977

SITE SIZE

- 65,000 square feet (#.#acres)

BUILDING SIZE

- 12,868 square feet
(includes 1,632 SF Upper Mechanical Room)

PARKING ON-SITE

- 7 Public Spaces
- 13 Non-Secure Police Staff Spaces
- 13 Secure Police Spaces

FLOORS

- 1 story
- Partial Basement & Upper Mechanical Room

ZONING

- Public Use (PU)

FIRE SPRINKLERS

- No

CONSTRUCTION TYPE

- V-B

STAFFING

- 30 Sworn Officers
- 5 Non-Sworn Civilian Staff





EXISTING FOREST GROVE POLICE STATION (VIEW FROM NORTHWEST CORNER)



EXISTING FACILITY SITE AERIAL

Existing Facility Context

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EXISTING BUILDING FIRST FLOOR PLAN

LEGEND

- CIRCULATION
- PUBLIC AREA
- ADMINISTRATION
- FACILITY SUPPORT
- INFORMATION TECHNOLOGY
- RECORDS

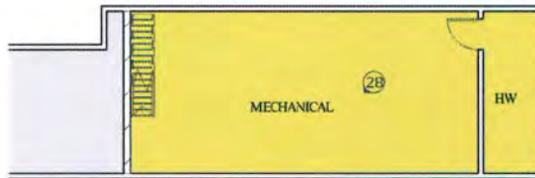
- NON-SECURE INTERVIEW ROOMS
- POLICE PROPERTY / EVIDENCE
- POLICE OPERATIONS
- DETECTIVES
- POLICE SUPPORT
- 25 PHOTO LOCATION

(Photos can be found on the following pages and are numbered to match plan)

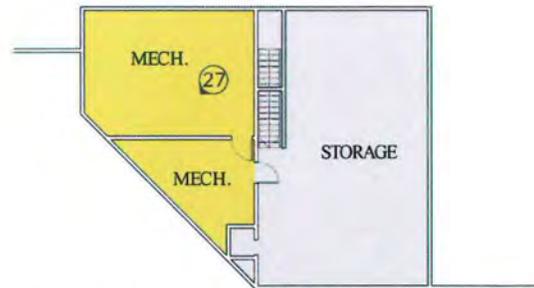




EXISTING BUILDING PARTIAL BASEMENT PLAN



EXISTING BUILDING PARTIAL BASEMENT PLAN



EXISTING BUILDING PARTIAL MEZZANINE FLOOR PLAN

Existing Facility Floor Plan



1. PUBLIC LOBBY

- No separation between violent/non-violent visitors
- No separate entry or waiting area for sex offenders
- No 911 vestibule
- Limited seating capacity



2. RECEPTION - WINDOW SIDE

- Multiple functions served from a single work space does not allow privacy
- Reception window not ADA compliant



3. RECEPTION - ADMINISTRATION

- Work space does not allow privacy
- Single pane glazing allows for clear views but provides little protection



4. COPY/WORK AREA

- Only copy area for the police station
- No work area surface

5. RECORDS STORAGE

- Lack of adequate storage space; Currently filled to capacity
- No designated records area; shared storage with office supplies etc.
- Non-secure records area



6. RESTROOM

- No public restroom
- Restrooms are located on the secure side
- Not ADA compliant



7. BRIEFING

- Inadequate Department Meeting Space
- Insufficient size for any training sessions
- Does not provide opportunities for future expansion of Division



8. REPORT WRITING STATION

- Workstations filled to capacity, no opportunities for future growth.
- Inadequate space for the equipment needed in a modern police station
- Inadequate space for radio charging station
- Inadequate space for storage of grab and go bags.
- Located within the briefing area.



Existing Facility Documentation

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9. CONFERENCE ROOM

- Multifunctional Room; Evidence Release Room, Conference Room, Training Room
- Inadequately sized for the department as currently staffed
- Only large meeting room available



10. SERGEANT'S OFFICE

- Inadequate space for the department
- Cramped, dark space
- No natural light



11. DETECTIVE'S OFFICE

- Inadequate space for the department's four detectives.
- No natural light
- Lack of storage



12. CHIEF'S OFFICE

- Provides adequate space for working and meeting.
- Security breach is possible with the door adjoining the conference room, especially when used as a Evidence Viewing/Release Room
- Single pane glazing provides natural light but little protection.

13. EVIDENCE STORAGE ROOM

- Evidence shelving is hard to access and non-adjustable for larger items.



14. EVIDENCE TECHNICIAN'S OFFICE

- The Evidence Technician's desk is located within the evidence storage room, exposing the employee to constant interaction with potentially dangerous substances



15. EVIDENCE PROCESSING

- Inadequate size and work area
- A small storage room was converted for an evidence processing room



16. BOOKING

- Booking is located right outside of evidence lockers.
- Not secure



Existing Facility Documentation



17. HOLDING CELLS

- The swing of doors can cause officer to be trapped
- Inadequate space in the corridor to the holding cells
- Holding cells does not allow for Juvenile holding cells.



18. MEN'S LOCKER ROOM

- Not enough lockers to serve officers and staff
- Does not provide opportunities for future expansion of the Department



19. MEN'S SHOWER / BATHROOM

- The bathroom in the facility is older, cramped, and provides very little privacy for staff
- Bathroom facilities do not meet ADA accessibility standards
- Inadequate ventilation between lockers, toilets, and showers.



20. WOMEN'S LOCKER ROOM

- Inadequate space for changing and storage
- Does not provide opportunities for future expansion of the Department
- Used as a wellness/nursing mother's room, but does not provide privacy

21. WOMEN'S SHOWER / BATHROOM

- The bathroom in the facility is older, cramped, and provides very little privacy for staff
- Bathroom facilities do not meet ADA accessibility standards
- Inadequate ventilation between lockers, toilets, and showers.



22. LUNCH / BREAK ROOM

- Inadequate size to accommodate shift lunches
- No access to exterior
- Not ADA compliant
- Inadequate acoustic separation from adjacent offices



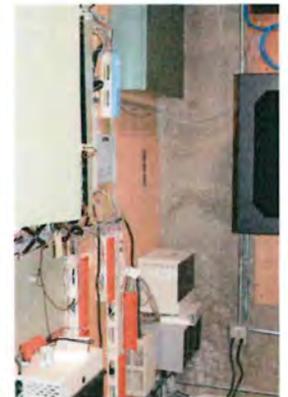
23. INTERVIEW ROOM

- Limited security
- Inadequate acoustic separation



24. STORAGE / IT ROOM.

- (Right) Inadequate storage space, filled to capacity
- (Left) Located in the basement and used as additional storage
- (Left) IT room is currently not conditioned and causes overheating of the space



Existing Facility Documentation



25. GUN RANGE / GUN RANGE STORAGE

- Gun Range located in the basement
- Inadequate storage



26. WEAPON'S MAINTENANCE

- No ventilation for weapon's maintenance room
- Inadequate space / work area for weapon's maintenance
- Room is also used as storage



27. MECHANICAL MEZZANINE

- Accessed via a ship's ladder
- Mechanical, electrical, and plumbing systems are at the end of their useful life



28. GENERATOR

- Generator is located within the basement and is accessed from the exterior through a ship's ladder.
- The Generator would be incapable of supporting the entire facility for any large amount of time in an event of power failure

29. SALLYPORT

- The sallyport is currently being utilized as a storage space
- The sallyport does not meet ADA accessibility standards



30. STAFF / PATROL PARKING

- No covered secure patrol vehicle parking
- Patrol vehicles are exposed to the elements - causing unnecessary damage
- Trash enclosures are located within the secure parking



31. PATROL ENTRY

- Under utilized space
- Exposed to the elements
- Does not meet ADA accessibility standards



32. OVERSIZED EVIDENCE STORAGE

- To accommodate oversized evidence a storage shed is located on the exterior secure parking area



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33. EXTERIOR ENTRY

- The secondary entry does not meet ADA accessibility standards. Only one point of entry is ADA accessible.
- Lighting around the perimeter of the building are at the end of their useful life.
- Lack of adequate lighting - security / safety issues
- No bicycle parking provided on the site



34. ROOF

- Ponding due to low slope
- Corrosion is visible at parapet wall
- The roof appears to be at the end of its useful life.



34. BUILDING ENVELOPE

- Several instances of water infiltration were observed

PROGRAM VALIDATION

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POLICE PROGRAMMING SUMMARY

The programming effort began by reviewing the program developed in the *2008 SERA Forest Grove Facilities Master Plan* report. Mackenzie worked with the Department to review and validate the program using space standards to organize the rooms and provide adequate square footages typically required by a police facility of this size. Existing station and equipment information was gathered and the program further refined based on Mackenzie's police facility design experience and police staff review.

The existing building is approximately 12,068 square feet, with an additional shed for evidence storage. Completion of the space needs assessment found the existing facility to be severely undersized. An overall requirement of 27,109 Square feet of building area to meet the 30-year needs of the department. The total building square footage includes a 25% escalation factor for general building circulation and interstitial space (i.e. wall thicknesses), which is an average escalation for facilities of this type.

Beyond the building program requirements, there are important site elements and considerations that must be taken into account for police operations and public functions. These program elements include public parking; secure parking for staff, patrol vehicles and equipment; emergency power; building threat protection; and access to and from the site. The most challenging consideration, for any site, stems from public and secure parking requirements. These are governed by jurisdictional requirements as well as Department growth projections and space requirements for vehicles and equipment.

The following pages outline the specific square footages for each space identified by the project team during the programming effort. Specific space needs have also been identified in the comments section, as appropriate (i.e. equipment, furniture layouts, etc.).

SPACE USE	2015	2045
PUBLIC LOBBY & COMMUNITY ROOM	5,071SF	5,071 SF
INFORMATION TECHNOLOGY	60 SF	60 SF
POLICE ADMINISTRATION	2,780 SF	2,780 SF
RECORDS	1,270 SF	1,270 SF
POLICE OPERATIONS DIVISION	8,293 SF	8,833 SF
POLICE SUPPORT SERVICES	4,073 SF	4,073 SF
POLICE SUPPORT FUNCTIONS	5,023 SF	5,023 SF
TOTAL (INCLUDES 25% CIRCULATION)	26,569 SF	27,109 SF
PARKING		
PUBLIC PARKING	1,740 SF (15 STALLS)	1,740 SF (15 STALLS)
SECURE POLICE PARKING - UNCOVERED	6,480 SF (40 STALLS)	6,480SF (40 STALLS)
SECURE POLICE PARKING - COVERED	6,600 SF (33 STALLS)	6,600 SF (33 STALLS)

Programming Summary

Police Station
2150038.00



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SPACE REQUIREMENTS SUMMARY

Space / Room Use	Staffing Requirements				Space Requirements				Space Size			Room Type	Total Required Square Footage				Comments
	Exist	2016	2020	2045	Exist	2016	2020	2045	W	L	Area		Exist	2016	2020	2045	
Department: Forest Grove Police Department Space Requirements Summary																	
Public Functions & Facility Core													0	5071	5071	5071	
Police Department	34	39	44	53									0	21498	22038	22038	
TOTAL BUILDING SQUARE FOOTAGE	34	39	44	53									0	26569	27109	27109	
Department: Forest Grove Police Department Site Requirements Summary																	
Public Functions & Facility Core													0	5071	5071	5071	
Information Technology													0	60	60	60	
Police Administration													0	2780	2780	2780	
Police Records Division													0	1270	1270	1270	
Police Operations													0	8293	8833	8833	
Police Support Services													0	4073	4073	4073	
Police Support Functions													0	5023	5023	5023	
TOTAL BUILDING SQUARE FOOTAGE	0	0	0	0									0	26569	27109	27109	
TOTAL EXTERIOR REQUIREMENTS													0	33140	33140	33140	
TOTAL SITE REQUIREMENTS													0	59709	60249	60249	

PREVIOUS SQUARE FOOTAGE ASSUMPTIONS	
Existing Facilities	12868
Basement	2688
Ground Floor	8548
Upper Mech.	1632
SERA Assessment	22852
Total Bldg. Net SF	19043
80% Net to Gross	
Efficiency Factor	3809
Mackenzie Assessment	27109

Program: SPACE REQUIREMENTS SUMMARY

Space / Room Use	Staffing Requirements				Space Requirements				Space Size			Room Type	Total Required Square Footage				Comments
	Exist	2015	2020	2046	Exist	2015	2020	2046	W	L	Area		Exist	2015	2020	2046	
Department: Public Functions & Facility Core																	
Public Lobby																	
Entry Vestibule					0	1	1	1	8	10	80		0	80	80	80	911 phone
Public Lobby Waiting Area					0	1	1	1	16	20	320		0	320	320	320	Open lobby; Seating for 4-5 people
Community / Class / EOC / Training					0	1	1	1	26	37	962		0	962	962	962	Seating for 40-45, Classroom Setting
EOC Storage					0	1	1	1	10	15	150	SECURE	0	150	150	150	
Training Storage					0	1	1	1	10	15	150	SECURE	0	150	150	150	
Chair Storage					0	1	1	1	10	15	150		0	150	150	150	Store 1/2 of table and chairs
AV Closet					0	1	1	1	5	5	25		0	25	25	25	
Lobby Information					0	1	1	1	5	10	50		0	50	50	50	Includes forms, info, translator
Display Area					0	1	1	1	5	10	50		0	50	50	50	Historical display space, PD to confirm contents
Report Taking Room / Sex Off. Process					0	1	1	1	10	14	140		0	140	140	140	Dual access from Police Reception Covert camera & microphone.
Juvenile Conference / Evid. Display					0	1	1	1	10	14	140		0	140	140	140	Covert camera & microphone Separate reception, photo process, finger printing
Public Restrooms / Men's & Women's					0	2	2	2	10	25	250		0	500	500	500	
Vending Vestibule					0	1	1	1	8	12	96		0	96	96	96	Includes vending, drinking fountain, pay phone
Group Total	0	0	0	0									0	2813	2813	2813	
Facility Core																	
Janitor					0	2	2	2	6	6	36		0	72	72	72	1x per floor
Facilities Storage					0	1	1	1	10	12	120		0	120	120	120	
Stairway					0	2	2	2	12	20	240		0	480	480	480	
Elevator					0	1	1	1	10	10	100		0	100	100	100	
Elevator Equipment Room					0	1	1	1	8	10	80		0	80	80	80	Adjacent Elevator
Mechanical Shaft					0	1	1	1	5	10	50		0	50	50	50	
Electrical Room					0	2	2	2	10	15	150		0	300	300	300	1x per floor
Sprinkler Riser Room					0	1	1	1	6	7	42		0	42	42	42	
Group Total	0	0	0	0									0	1244	1244	1244	
SUBTOTAL	0	0	0	0									0	4057	4057	4057	
GENERAL CIRCULATION (25%)														1014	1014	1014	
TOTAL SQUARE FOOTAGE (Public Functions & Facility Core)														5071	5071	5071	

Program: PUBLIC LOBBY & SUPPORT FUNCTIONS

City of Forest Grove

July 2015

Space / Room Use	Staffing Requirements				Space Requirements				Space Size			Room Type	Total Required Square Footage				Comments
	Exist	2016	2020	2046	Exist	2016	2020	2046	W	L	Area		Exist	2016	2020	2046	
Department: Information Technology																	
Information Technology																	
Central Server Room					0	0	0	0	16	18	288	SECURE	0	0	0	0	
Storage					0	1	1	1	6	8	48		0	48	48	48	
<i>Group Total</i>	0	0	0	0									0	48	48	48	
SUBTOTAL	0	0	0	0									0	48	48	48	
GENERAL CIRCULATION (26%)													12	12	12		
TOTAL SQUARE FOOTAGE (Information Technology)													0	60	60	60	

Program: FACILITY SUPPORT & INFORMATION TECHNOLOGY

Space / Room Use	Staffing Requirements				Space Requirements				Space Size			Room Type	Total Required Square Footage				Comments
	Exist	2015	2020	2045	Exist	2015	2020	2045	W	L	Area		Exist	2015	2020	2045	
Department: Police Administration																	
Administration																	
Administrative Lobby / Waiting						1	1	1	4	8	32		0	32	32	32	Seating for up to 3x people, display
Chief of Police	1	1	1	1	1	1	1	14	22	308		0	308	308	308	Includes room for 4x person conference table	
Administrative Assistant	1	1	1	1	1	1	1	10	14	140	OPEN	0	140	140	140	Adjacent to Chief of Police - Reception	
Administrative Secretary	1	1	1	1	1	1	1	10	14	140		0	140	140	140	Adjacent to Chief of Police	
Captain	3	3	3	3	3	3	3	10	16	160		0	480	480	480		
Sergeant	0	3	3	3	3	3	3	10	14	140		0	420	420	420		
Copy / Print / Mail					1	1	1	10	10	100		0	100	100	100	Alcove	
Supply Room					1	1	1	10	10	100		0	100	100	100		
Secure File Room					1	1	1	10	10	100	SECURE	0	100	100	100	Personelle Files	
Coats / Coffee Alcove					1	1	1	4	5	20		0	20	20	20	Adjacent Conference room	
Conference Room					1	1	1	16	24	384		0	384	384	384	Accessible by administrative staff; A/V Projection Sized for 12-14 people; Fixed seating	
Group Total	6	9	9	9								0	2224	2224	2224		
SUBTOTAL	6	9	9	9								0	2224	2224	2224		
GENERAL CIRCULATION (25%)													556	556	556		
TOTAL SQUARE FOOTAGE (Police Administration)												0	2780	2780	2780		

Department: Police Records Division																	
Records																	
Public Reception (Service Counter)					0	1	1	1	6	14	84	OPEN	0	84	84	84	Secure w/ bullet resistant glazing & ADA counter 2x stations
Records Supervisor					0	1	1	1	10	14	140	OPEN	0	140	140	140	Windows to observe records and front desk
Records Clerk					0	3	3	3	8	10	80	OPEN	0	240	240	240	
Copy/Print/Mail Center/Work Room					0	1	1	1	10	16	160		0	160	160	160	
Records Storage - Active					0	1	1	1	6	12	72		0	72	72	72	Compact shelving, 6x years storage
Records Storage - Archive					0	1	1	1	10	16	160		0	160	160	160	Compact shelving
Supply Storage					0	1	1	1	10	16	160		0	160	160	160	Adjacent to Files, Copy and Reception.
Group Total	0	0	0	0								0	1016	1016	1016		
SUBTOTAL	0	0	0	0								0	1016	1016	1016		
GENERAL CIRCULATION (25%)													254	254	254		
TOTAL SQUARE FOOTAGE (Police Records Division)												0	1270	1270	1270		

Program: RECORDS & COMMUNICATIONS / DISPATCH

City of Forest Grove

July 2015

Space / Room Use	Staffing Requirements				Space Requirements				Space Size			Room Type	Total Required Square Footage				Comments
	Exist	2015	2020	2045	Exist	2015	2020	2045	W	L	Area		Exist	2015	2020	2045	
Department: Police Operations																	
Patrol																	
Patrol - Lieutenant	0	0	1	1	0	1	1	1	10	14	140		0	140	140	140	Locate off Patrol Sgt Bullpen Office
Traffic - Lieutenant	0	0	1	1	0	1	1	1	10	14	140	OPEN	0	140	140	140	
Patrol - Sergeants	0	2	2	4	0	2	4	4	12	18	216	OPEN	0	432	864	864	Shared in Future
Patrol Officers	21	29	29	29	0	15	15	15	6	6	36		0	540	540	540	Shift/Report Writing Room
Community Service Officers	1	2	2	2	0	2	2	2	8	10	80	OPEN	0	160	160	160	Locate between Records and Patrol
Squad / Briefing Room					0	1	1	1	20	24	480		0	480	480	480	Equipped w/ audio/video equipment Room for 8-10x people, class room setup
Patrol Equipment Storage					0	1	1	1	8	10	80		0	80	80	80	Grab & Go Storage
File Area					0	1	1	1	10	10	100		0	100	100	100	Adjacent Report Writing Room
Group Total	22	33	35	37									0	2072	2504	2504	

Inventory / Equipment																	
Armory/ammunition/weapons					0	1	1	1	10	12	120	SECURE	0	120	120	120	Near exit to secure parking, <50lbs of gun powder S-1 Storage acceptable
Gun Range					0	1	1	1	30	75	2250	SECURE	0	2250	2250	2250	15'-0" high ceiling
Gun Range Storage					0	1	1	1	10	12	120	SECURE	0	120	120	120	
Weapons Maintenance					0	1	1	1	6	8	48	SECURE	0	48	48	48	Located adjacent to Armory
Uniform Storage					0	1	1	1	8	10	80		0	80	80	80	Storage
Equipment Storage / Issuance					0	1	1	1	12	20	240	SECURE	0	240	240	240	Radios, batteries, stun guns, etc. Single room adjacent to Armory
Group Total	0	0	0	0									0	2858	2858	2858	

Booking / Sally Port																	
Booking					0	1	1	1	16	18	288		0	288	288	288	
Intox / DUI / In Custody Processing					0	1	1	1	10	18	180		0	180	180	180	
Hard Holding Cell					0	2	2	2	8	8	64		0	128	128	128	Equipped w/ audio/video equipment
JV Holding Room / Soft Cell					0	2	2	2	8	8	64		0	128	128	128	
Hard Interview					0	2	2	2	10	10	100		0	200	200	200	
Unisex Toilet					0	1	1	1	8	10	80		0	80	80	80	
Access Vestibule					0	1	1	1	6	8	48		0	48	48	48	Weapon lockup area
Sally Port - Vehicular					0	1	1	1	25	30	750		0	750	750	750	Drive-thru sally port, 2x cars wide
Police Bicycle Storage Racks					0	1	1	1	3	20	60		0	60	60	60	Room within Sally Port, 6 racks
Temporary Animal Services Kennel					0	2	2	2	3	5	15		0	30	30	30	Water, drainage, hose bib, exterior
Sally Port Storage					0	1	1	1	10	10	100		0	100	100	100	
Group Total	0	0	0	0									0	1704	1704	1704	
SUBTOTAL	22	33	35	37									0	6634	7066	7066	
GENERAL CIRCULATION (25%)														1659	1767	1767	
TOTAL SQUARE FOOTAGE (Police Operations)													0	8293	8833	8833	

Program: COMMUNITY RESOURCE

Police Station 
2150038.00

Space / Room Use	Staffing Requirements				Space Requirements				Space Size			Room Type	Total Required Square Footage				Comments
	Exist	2015	2020	2045	Exist	2015	2020	2045	W	L	Area		Exist	2015	2020	2045	
Department: Police Support Services																	
Detectives																	
Detective	1	4	4	4	0	4	4	4	8	10	80	OPEN	0	320	320	320	Bullpen Area w/ High table top w/ tv on wall
Detective Sergeant	0	1	1	1	0	1	1	1	10	14	140		0	140	140	140	
Soft Interview					0	2	2	2	10	10	100		0	200	200	200	
Supplies / Equip Storage					0	1	1	1	10	12	120		0	120	120	120	
Group Total	1	5	5	5									0	780	780	780	
Property / Evidence																	
Evidence Processing - Officer					0	1	1	1	10	12	120	SECURE	0	120	120	120	Cardkey access, evidence lockers, work area
Evidence Technician	1	1	1	1	0	1	1	1	8	8	64	OPEN	0	64	64	64	Open to work room w/ window to corridor & Processing
Technician Work Room					0	1	1	1	15	20	300	SECURE	0	300	300	300	Evidence Tech Processing area
Evidence Files - Active					0	1	1	1	10	10	100	SECURE	0	100	100	100	Located in open area of Property Technicians
Evidence Storage - General					0	1	1	1	22	34	748	SECURE	0	748	748	748	Accessible through Technician Work Room; Compact shelving
Evidence Storage - Drying					0	1	1	1	10	15	150	SECURE	0	150	150	150	Within Evidence Storage room
Refrigerated Storage					0	1	1	1	8	10	80	SECURE	0	80	80	80	Within Evidence Storage room; Refrigerator/Freezer
Drug Storage					0	1	1	1	10	15	150	SECURE	0	150	150	150	Off Evidence Storage room
Cash Storage					0	1	1	1	0	0	0	SECURE	0	0	0	0	Vault
Weapons Storage					0	1	1	1	10	15	150	SECURE	0	150	150	150	Off Evidence Storage room
Oversized Item Storage					0	1	1	1	4	20	80	SECURE	0	80	80	80	Open shelving, within Evidence Storage room
Vehicle Garage Impound					0	1	1	1	14	28	392	SECURE	0	392	392	392	
Supply Storage					0	1	1	1	8	8	64	SECURE	0	64	64	64	
Evidence - Public Pickup & Viewing					0	0	0	0	0	0	0	SECURE	0	0	0	0	Evidence staging, secure. Interview at lobby used
Bicycle Storage - Impound					0	1	1	1	10	20	200	SECURE	0	200	200	200	Dual staged lockdown for evidence drop-off Up to 15 covered and secure
Group Total	1	1	1	1									0	2478	2478	2478	
SUBTOTAL	2	6	6	6									0	3258	3258	3258	
GENERAL CIRCULATION (25%)														815	815	815	
TOTAL SQUARE FOOTAGE (Police Support Services)													0	4073	4073	4073	

Program: POLICE OPERATIONS & DETECTIVES

City of Forest Grove

July 2015

Space / Room Use	Staffing Requirements				Space Requirements				Space Size			Room Type	Total Required Square Footage				Comments
	Exist	2015	2020	2045	Exist	2015	2020	2045	W	L	Area		Exist	2015	2020	2045	

Department: Police Support Functions

Police Restrooms/Showers/Bunks																		
Men's Restroom					0	1	1	1	10	25	250			0	250	250	250	2x vanities, 2x urinals, 2x toilets
Men's Shower Room					0	1	1	1	10	15	150			0	150	150	150	3 Showers - Single Occupant
Men's Locker Room					0	40	40	40	2	6	12			0	480	480	480	40 Lockers - Includes Records Staff Lockers
Women's Restroom					0	1	1	1	10	25	250			0	250	250	250	2x vanities, 3x toilets
Women's Shower Room					0	1	1	1	10	6	60			0	60	60	60	2 Showers - Single Occupant
Women's Locker Room					0	20	20	20	2	6	12			0	240	240	240	20 Lockers - Includes Records Staff lockers
First Aid Station					0	2	2	2	0	0	0			0	0	0	0	Located within each locker room
Boot Polish Station					0	2	2	2	0	0	0			0	0	0	0	Located within each locker room
Bunk Room					0	2	2	2	10	10	100			0	200	200	200	Adjacent locker rooms, 1x per gender
Drying Closet					0	2	2	2	4	6	24			0	48	48	48	One per locker room
Group Total					0	0	0	0						0	1678	1678	1678	

Fitness																		
Training / Fitness / Cardio / Weights					0	1	1	1	25	30	750			0	750	750	750	
Fitness Storage					0	1	1	1	10	20	200			0	200	200	200	
Linen Storage					0	1	1	1	5	10	50			0	50	50	50	
Laundry					0	1	1	1	5	10	50			0	50	50	50	
Group Total					0	0	0	0						0	1050	1050	1050	

Shared																		
Mud Room Vestibule					0	1	1	1	15	20	300			0	300	300	300	Access from secured parking w/ auto slide doors Includes equipment storage cubbies, 30x
Supply Storage					0	1	1	1	10	15	150			0	150	150	150	
Break Room					0	1	1	1	15	20	300			0	300	300	300	Room for 6-8x people, various seating options Open to secure patio
Kitchen / Food Prep / Vending					0	1	1	1	10	18	180			0	180	180	180	
Wellness / Nursing Mothers					0	1	1	1	8	10	80			0	80	80	80	
Library / Reference					0	1	1	1	8	10	80			0	80	80	80	
Common Space					0	1	1	1	10	20	200			0	200	200	200	
Group Total					0	0	0	0						0	1290	1290	1290	

SUBTOTAL					0	0	0	0						0	4018	4018	4018	
GENERAL CIRCULATION (25%)															1005	1005	1005	
TOTAL SQUARE FOOTAGE (Police Support Functions)														0	5023	5023	5023	

Program: POLICE PROPERTY / EVIDENCE

Space / Room Use	Staffing Requirements				Space Requirements				Space Size			Room Type	Total Required Square Footage				Comments
	Exist	2015	2020	2045	Exist	2015	2020	2045	W	L	Area		Exist	2015	2020	2045	
Department: Police Exterior Requirements																	
Public Parking																	
Public Parking - Community Rm/Training					0	10	10	10	9	18	162		0	1620	1620	1620	
Bicycle Parking					0	5	5	5	4	6	24		0	120	120	120	
<i>Group Total</i>							15	15					0	1740	1740	1740	
Secured Parking																	
Staff Vehicle Parking - Police					0	40	40	40	9	18	162		0	6480	6480	6480	
Squad Vehicle Parking					0	33	33	33	10	20	200		0	6600	6600	6600	Sheltered parking for 10x vehicles Power, WIFI required Concrete pad under canopy, room for 3x motors
Motorcycle Parking (covered)					0	2	2	2	0	0	0		0	0	0	0	
Trailer / SUV incident / Evidence Van					0	1	1	1	16	50	800		0	800	800	800	
Emergency Generator					0	1	1	1	15	25	375		0	375	375	375	Includes 4'-0" clearances, concrete pad req'd
Trash/Recycling					0	1	1	1	10	20	200		0	200	200	200	Verify trash requirements w/ provider
Break Room Patio					0	1	1	1	15	25	375		0	375	375	375	Secure enclosed space off Break Room
<i>Group Total</i>							76	76					0	14830	14830	14830	
SUBTOTAL												0	16570	16570	16570		
GENERAL CIRCULATION (100%)												0	16570	16570	16570		
TOTAL SQUARE FOOTAGE (Police Exterior Requirements)												0	33140	33140	33140		

Program: POLICE EXTERIOR REQUIREMENTS

City of Forest Grove

July 2015

CITY PROGRAMMING SUMMARY

The programming effort began by reviewing the program developed in the *2008 SERA Forest Grove Facilities Master Plan* report. Mackenzie worked with the Department to review and validate the program using space standards to organize the rooms and provide adequate square footages typically required for a city office building.

The existing building is approximately 12,868 square feet. Completion of the space needs assessment found the existing facility to be adequately sized for the cities use. An overall requirement of 6,078 Square feet of building area to meet the 30-year needs of the department. The total building square footage includes a 25% escalation factor for general building circulation and interstitial space (i.e. wall thicknesses), which is an average escalation for facilities of this type.

The following pages outline the specific square footages for each space identified by the project team during the programming effort. Specific space needs have also been identified in the comments section, as appropriate (i.e. equipment, furniture layouts, etc.).

SPACE USE	2015	2045
COMMON AREAS/BUILDING SUPPORT	687 SF	687 SF
COMMUNITY DEVELOPMENT	2,210 SF	2,210 SF
ENGINEERING	2,168 SF	2,168 SF
TOTAL (INCLUDES 25% CIRCULATION)	6,078 SF	6,078 SF
PARKING		
PUBLIC PARKING	810 SF (5 STALLS)	810 SF (5 STALLS)
STAFF PARKING	4,050 SF (25 STALLS)	4,050 SF (25 STALLS)

Programming Summary

Police Station
2150038.00



SPACE REQUIREMENTS SUMMARY

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Room Type	Total Required Square Footage			Comments	
	Exist	2020	2045	Exist	2020	2045	W	L	Area		Exist	2020	2045		
Department: City of Forest Grove - City Administration Space Requirements Summary															
Common Areas / Building Support	0	0	0									687	687		
Community Development	10	12	12									2210	2210		
Engineering	9	11	12									2168	2168		
SUBTOTAL	19	23	24									5065	5065		
GENERAL CIRCULATION (20%)												1013	1013		
TOTAL BUILDING SQUARE FOOTAGE	19	23	24									6078	6078	0.14	
TOTAL EXTERIOR REQUIREMENTS												11242	11242	0.26	
TOTAL SITE REQUIREMENTS												0	17320	17320	0.40

PREVIOUS SQUAREFOOTAGE ASSUMPTIONS	
SERA Assessment	8956
Mackenzie (03/24/15)	6078

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Room Type	Total Required Square Footage			Comments
	Exist	2020	2045	Exist	2020	2045	W	L	Area		Exist	2020	2045	
Department: Common Areas / Building Support														
Common Areas / Building Support														
Lobby				0	1	1	12	16	192		0	192	192	Shared common lobby for both departments
Restrooms				0	2	2	10	18	180		0	360	360	(3) Stalls, (2) Lavatories
Break Room / Kitchenette / Copy Room				0	1	1	14	16	224		0	224	224	(1)Sink, (1)Refrigerator, (1)Microwave, 4 burner stove, (1) dishwasher, (1) pantry
Wellness / Nursing Mother's Room				0	1	1	10	10	100		0	100	100	
Janitor Closet				0	1	1	8	12	96		0	96	96	
Electrical / Data				0	1	1	12	14	168		0	168	168	
Telecom Room				0	1	1	8	8	64		0	64	64	
Mechanical Room				0	1	1	15	15	225		0	225	225	
Indoor Bike Storage				0	1	1	10	15	150		0	150	150	
Light Equipment Storage				0	1	1	8	10	80		0	80	80	
Group Total				0	0	0					0	687	687	
TOTAL SQUARE FOOTAGE (Community / Training Rooms)											0	687	687	

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Room Type	Total Required Square Footage			Comments
	Exist	2020	2045	Exist	2020	2045	W	L	Area		Exist	2020	2045	
Department: Community Development														
Community Development Admin														
Receptionist / Reception Area				0	1	1	10	14	140	OPEN	0	140	140	Shared Space
Library / Reference				0	1	1	10	14	140		0	140	140	
Active Records				0	1	1	20	30	600		0	600	600	
Archive Records				0	1	1	25	30	750		0	750	750	
Copy/Work				0	1	1	8	8	64		0	64	64	
Coffee				0	1	1	2	5	10		0	10	10	alcove
Microfiche				0	1	1	6	8	48		0	48	48	
Conference Room				0	1	1	10	15	150		0	150	150	
Manager's Office				0	1	1	14	22	308	OFFICE	0	308	308	
Building Manager's Office				0	1	1	10	14	140	OFFICE	0	140	140	
Open Office - Planning				0	4	4	10	10	100	OPEN	0	400	400	
Open Office - Building				0	4	4	10	12	120	OPEN	0	480	480	Building Inspectors - allow room for large format drawings
Open Office - Community Development				0	3	3	10	10	100	OPEN	0	300	300	
Group Total				0	0	0					0	2210	2210	
TOTAL SQUARE FOOTAGE (Apparatus Bay and Related Rooms)											0	2210	2210	

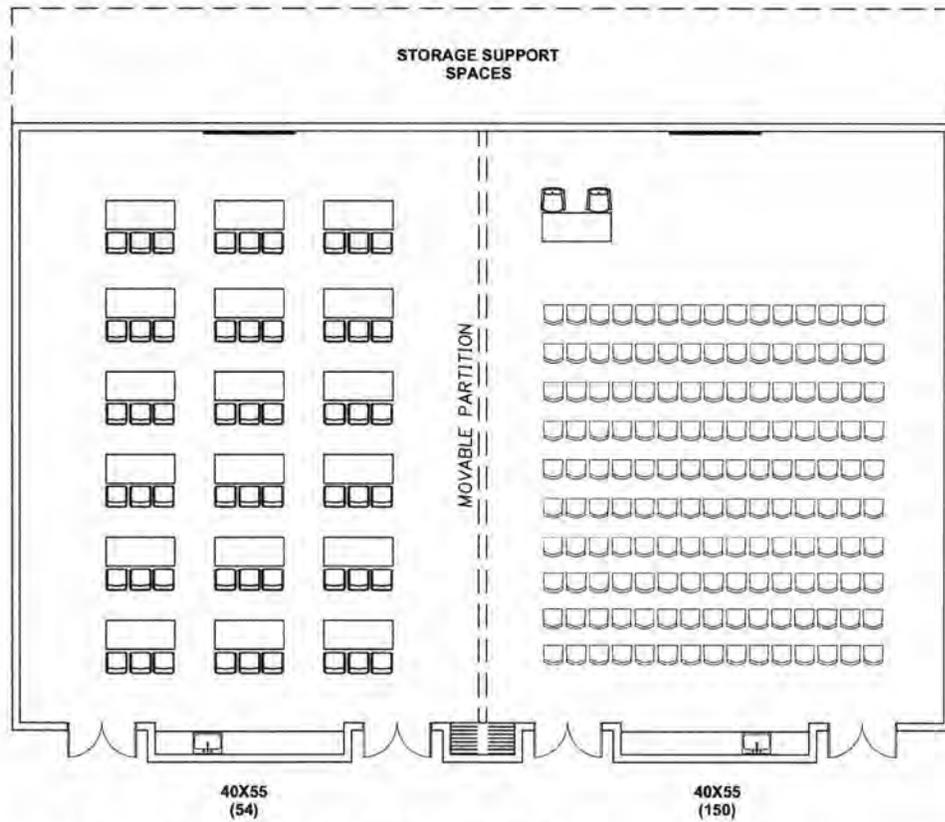
Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Room Type	Total Required Square Footage			Comments
	Exist	2020	2045	Exist	2020	2045	W	L	Area		Exist	2020	2045	
Department: Engineering														
Engineering														
Receptionist / Reception Area				0	1	1	10	14	140	OPEN	0	140	140	Shared Space
Central Filing				0	1	1	8	10	80		0	80	80	
Plan / Map Room				0	1	1	10	15	150		0	150	150	
Layout				1	1	1	8	10	80		0	80	80	
Archival Records				0	1	1	10	15	150		0	150	150	
Copy/Work				0	1	1	8	8	64		0	64	64	
Storage				0	1	1	8	8	64		0	64	64	
Conference Room				0	1	1	16	24	384		0	384	384	
Manager's Office				0	1	1	14	22	308	OFFICE	0	308	308	
Engineering Office				0	3	3	10	14	140	OFFICE	0	420	420	
Open Office				0	2	2	10	10	100	OPEN	0	200	200	
Open Office				0	2	2	8	8	64	OPEN	0	128	128	
<i>Group Total</i>											0	2168	2168	
TOTAL SQUARE FOOTAGE (Living Quarters and Administration)											0	2168	2168	

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Room Type	Total Required Square Footage			Comments
	Exist	2020	2045	Exist	2020	2045	W	L	Area		Exist	2020	2045	
Department: Exterior Requirements														
Parking														
Public Parking				0	5	5	9	18	162		0	810	810	
Staff Parking				0	25	25	9	18	162		0	4050	4050	
Group Total						30					0	4860	4860	
Site Elements														
Generator				0	1	1	8	12	96		0	96	96	Screened; Includes 4'-0" clearances, Concrete pad req'd
Trash / Recycling				0	1	1	10	20	200		0	200	200	Verify trash requirements w/ provider
Patio				0	1	1	15	25	375		0	375	375	Outdoor break area
Ground Maintenance Equipment Storage				0	1	1	9	10	90		0	90	90	Lawn mower, weed eater, power washer, paint sprayer, Fuel/paint storage cabinets To be in shed
Group Total											0	761	761	
SUBTOTAL												5621	5621	
GENERAL CIRCULATION (100%)												5621	5621	
TOTAL SQUARE FOOTAGE (Exterior Requirements)												11242	11242	

SPACE STANDARDS

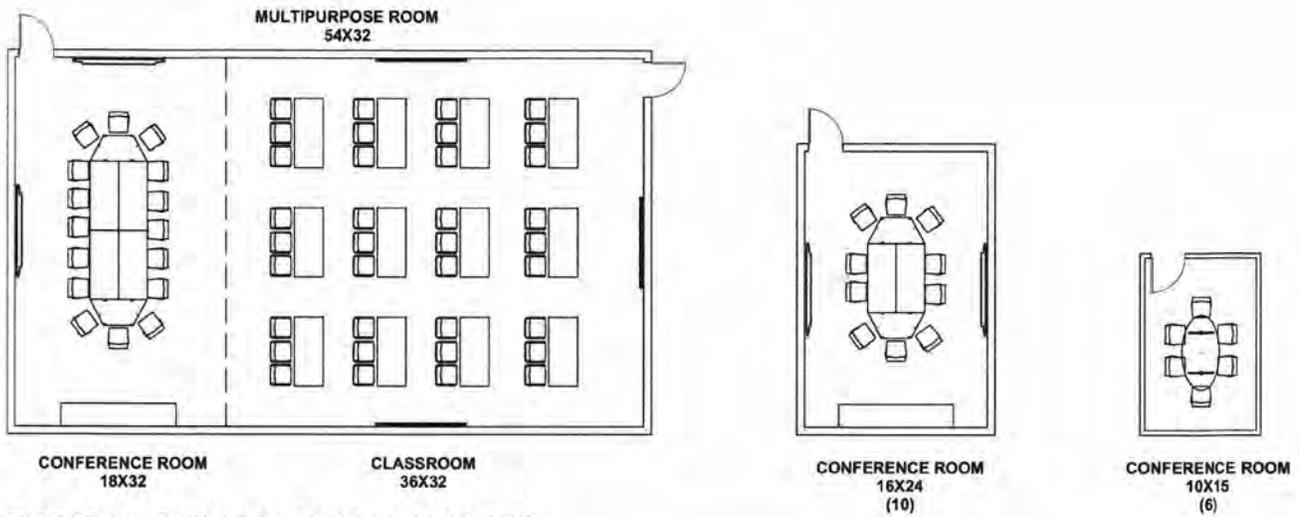
Based on existing emergency response facilities, past experience and general architectural standards, space standards have been developed and depicted to aid in efficiently comparing sizes for offices, support spaces, and primary functions unique to this particular type of facility. These space standards have been utilized in the development and validation of identified program elements.

The following layouts are provided for reference, and to indicate baseline dimensions and room layouts for discussion during the programming process. Actual room dimensions often adjust during the plan development task to account for spacial adjacencies and other design parameters.



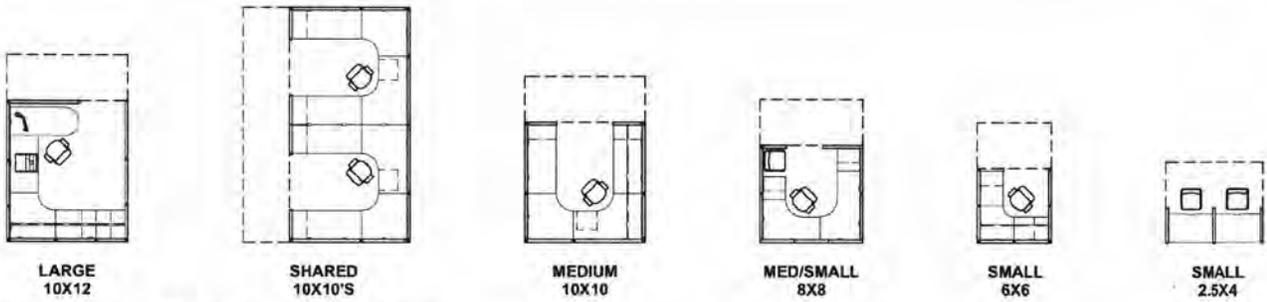
TRAINING CLASSROOM LAYOUTS

Scale 1/16" = 1'-0"



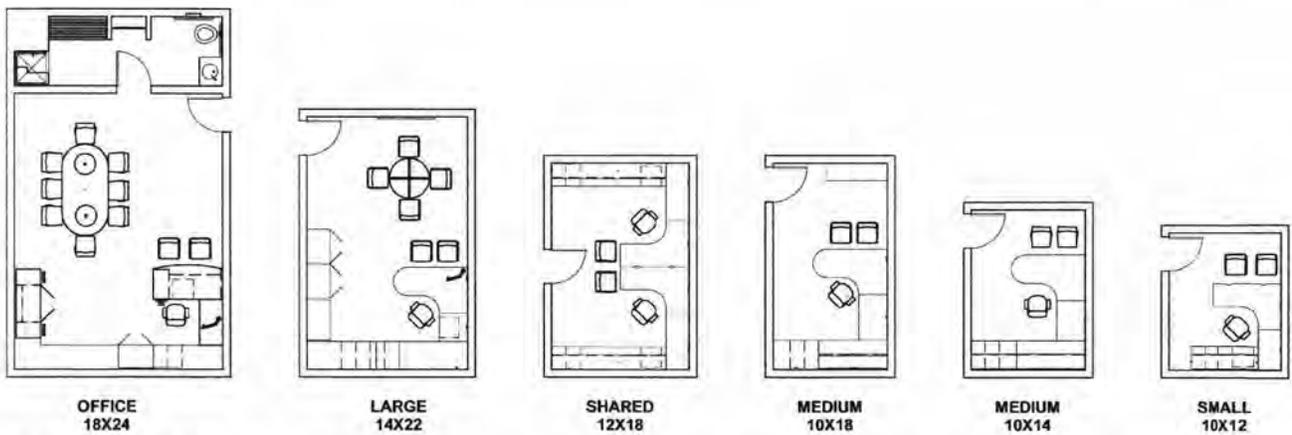
TYPICAL CONFERENCE LAYOUTS

Scale 1/16" = 1'-0"



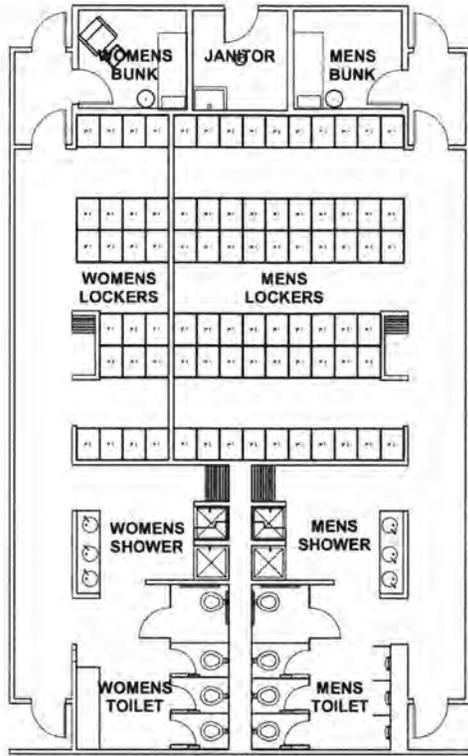
TYPICAL CUBICLE LAYOUTS

Scale 1/16" = 1'-0"



TYPICAL OFFICE LAYOUTS

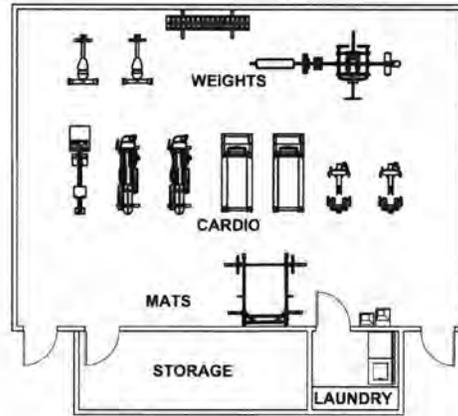
Scale 1/16" = 1'-0"



DUTY LOCKER ROOM / SHOWER ROOM

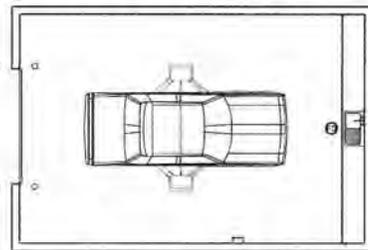


LOCKER ROOM / SHOWER ROOM



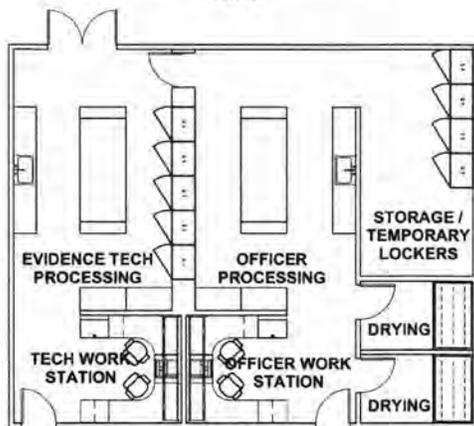
FITNESS

LOCKER / FITNESS LAYOUTS

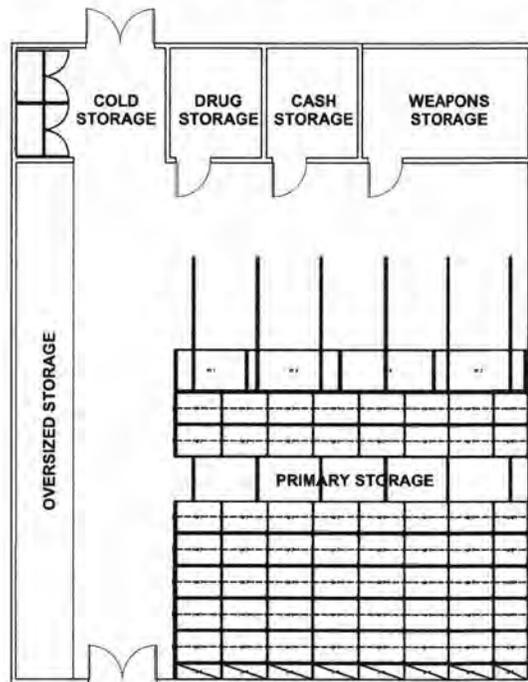


EVIDENCE VEHICLE GARAGE
20X30

Scale 1/16" = 1'-0"



EVIDENCE PROCESSING



EVIDENCE STORAGE
45X75

PROPERTY / EVIDENCE SPACE LAYOUTS

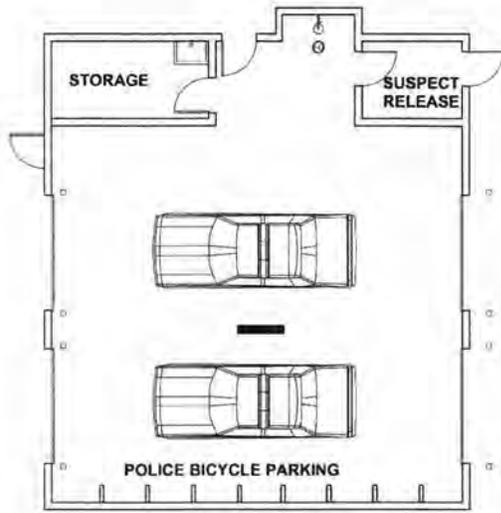
Scale 1/16" = 1'-0"

Space Standards

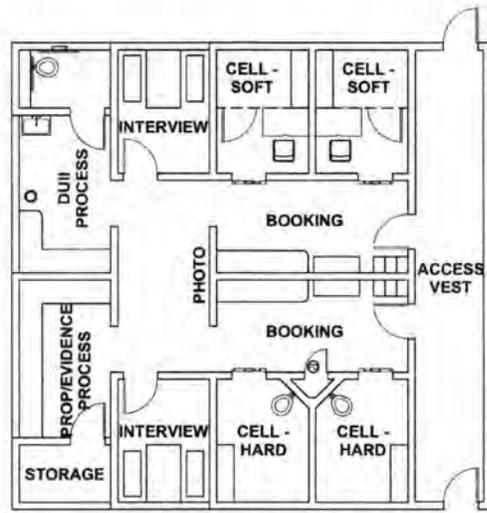
Police Station

2150038.00

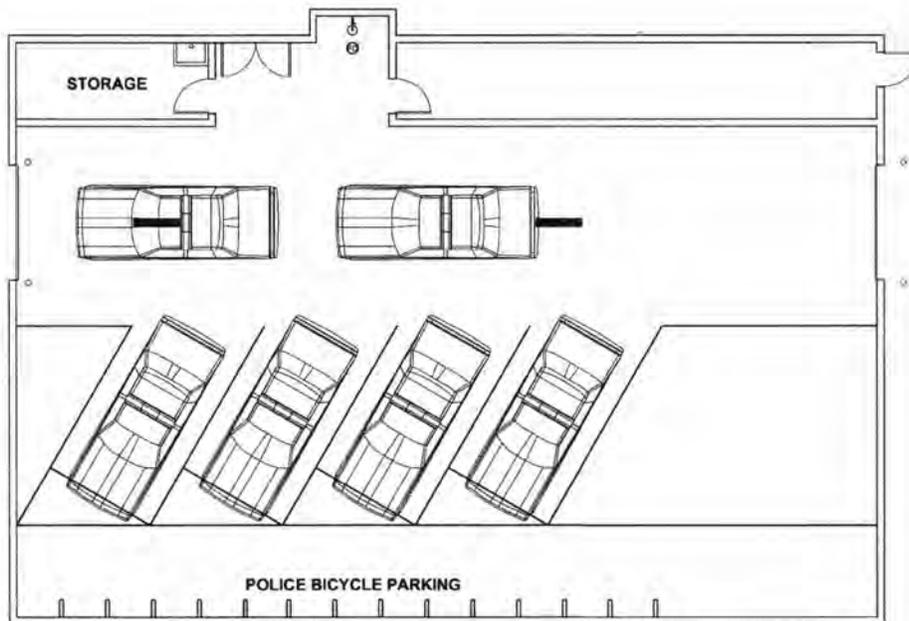




TWO VEHICLE SALLYPORT
35X40



SUSPECT PROCESSING -
4X HOLDING CELLS



MULTI VEHICLE SALLYPORT
50X75 (65X75 W/ TWO-WIDE DRIVE)



SUSPECT PROCESSING -
2X HOLDING CELLS

SALLYPORT / SUSPECT PROCESSING LAYOUTS

Scale 1/16" = 1'-0"

PLAN DEVELOPMENT

3

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SITE ANALYSIS



Conceptual examination of two sites sought to determine the best use and position of functions on the site for the Police Department's immediate needs, while also planning for the future build-out of the facility.

This evaluation looked at the scale and orientation of the building, its relationship to the street, and the civic presence each scenario provided. The two sites of the building was concurrently evaluated with consideration of parking for both the public as well as secure parking for Police. Critically, access to and from the site for emergency vehicles, as well as the public, was incorporated into each option.

The options were presented and reviewed with

the Department. Each option was evaluated through discussion of its inherent advantages and disadvantages. The options take into consideration a desire for a civic presence along in the downtown corridor, the ability to create a civic plaza, and possibilities for future growth.

Site access for a police facility is critical to the security of the department, as well as it's overall impact on the neighborhood.

The impact of parking for a Police Department is often underestimated by the community, and has significant ramifications for building siting and orientation, as departments need to provide adequate spaces for department vehicles, public use, and staff during overlapping shift changes.

Site Analysis

BUILDING ADJACENCY DIAGRAMS

Public safety facilities are unique in that the relationships of all elements are closely linked to the ability of the department to efficiently and effectively serve the community. Having an understanding of the relative sizes, proximity, and relationships between spaces is critical to their operational functions.

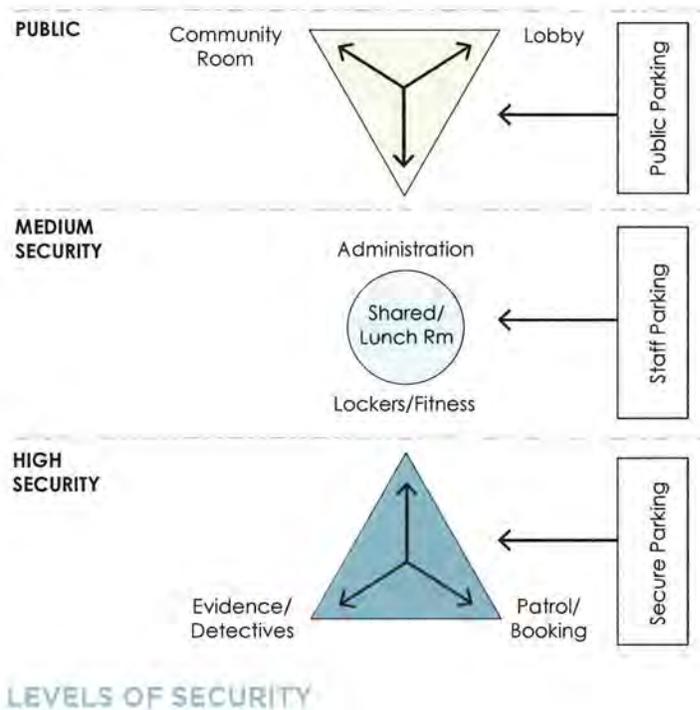
In conjunction with developing the space needs program for the Forest Grove Police Department, Mackenzie created two spatial adjacency diagrams based on schemes presented during the proposal process. These graphics do not represent an actual building, but simply the relationships and sizes of programmed spaces. The required adjacencies to one another are intended to inform how the floor plan scheme develops.

All the schemes take into account on the hierarchy of security between the public, Department staff,

and officers; flow of services; and development of a common hub. Unlike the existing facility, in these diagrams there are clear public and private faces that establish a secure entrance for Department Staff and provide clarity of public functions including parking, community plaza, entry lobby, reception, and a large community (multi-purpose) room.

A centralized break room is utilized to help create a common hub for the Police Department within the medium security portion of the building.

The high-security area encompasses detectives, evidence, patrol and booking. These are considered the most sensitive functions and are typically located at the farthest reach from the public, with secure access from police parking.



PRELIMINARY SITE AND FLOOR PLANS

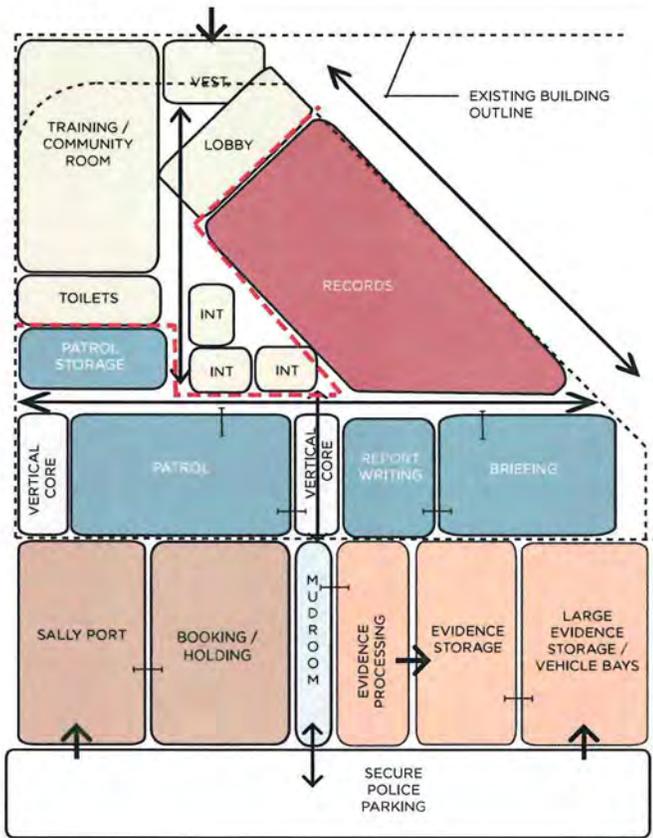
The following adjacency diagrams have been developed based on comments received from the Department during review of the initial adjacency options. The approved adjacency diagrams are intended to reflect the ideal relationships between divisions within certain limitations of the each scenario, as well as the departments expectations for the anticipated level of security for each space, indicated by the connections shown between divisions.

The final adjacency scheme reflects critical relationships often seen in departments, including Records interaction with the public, and visibility to the lobby and entry vestibule; proximity of Patrol and Report Writing to the Holding Area; central circulation core with clear access to the carport; and the procedural relationships between officer and evidence processing, and evidence storage.

The final diagram also reflects requirements specific to Forest Grove, based on established and desired Department culture, including locating the Administration on the second floor, proximity of IT to Records, based on staffing needs; and a double interlock style Administrative Lobby that allows Records staff to allow limited visitor access to the second floor without a formal escort, but prevents them from accessing the secure areas of the Department without appropriate authorization.

SCENARIO 1

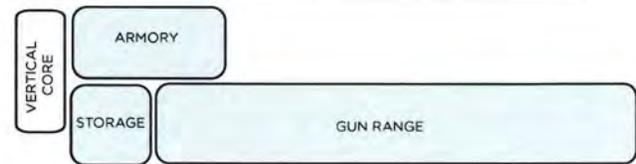
FIRST FLOOR



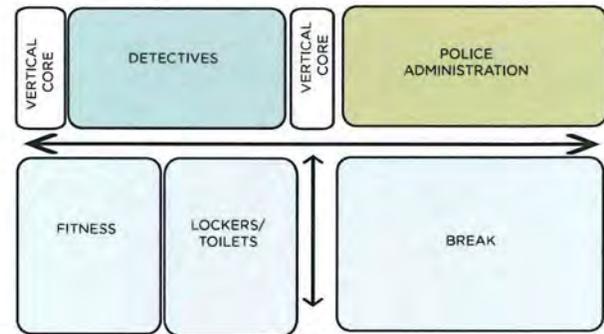
LEGEND

- LINE OF SECURITY
- CIRCULATION
- PUBLIC LOBBY & COMMUNITY RM
- POLICE ADMINISTRATION
- RECORDS
- POLICE PROPERTY / EVIDENCE
- POLICE OPERATIONS
- DETECTIVES
- POLICE SUPPORT FUNCTIONS
- BOOKING / SALLY PORT

BASEMENT FLOOR



SECOND FLOOR

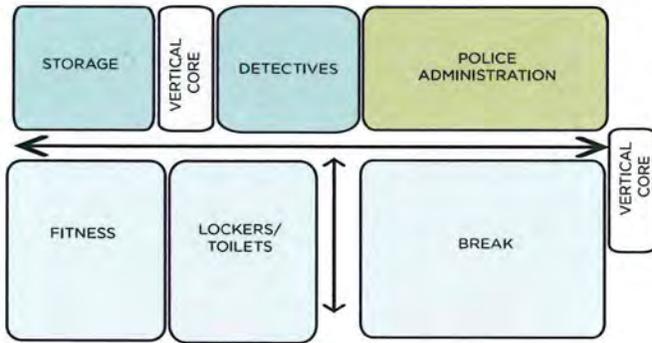


SCENARIO 2

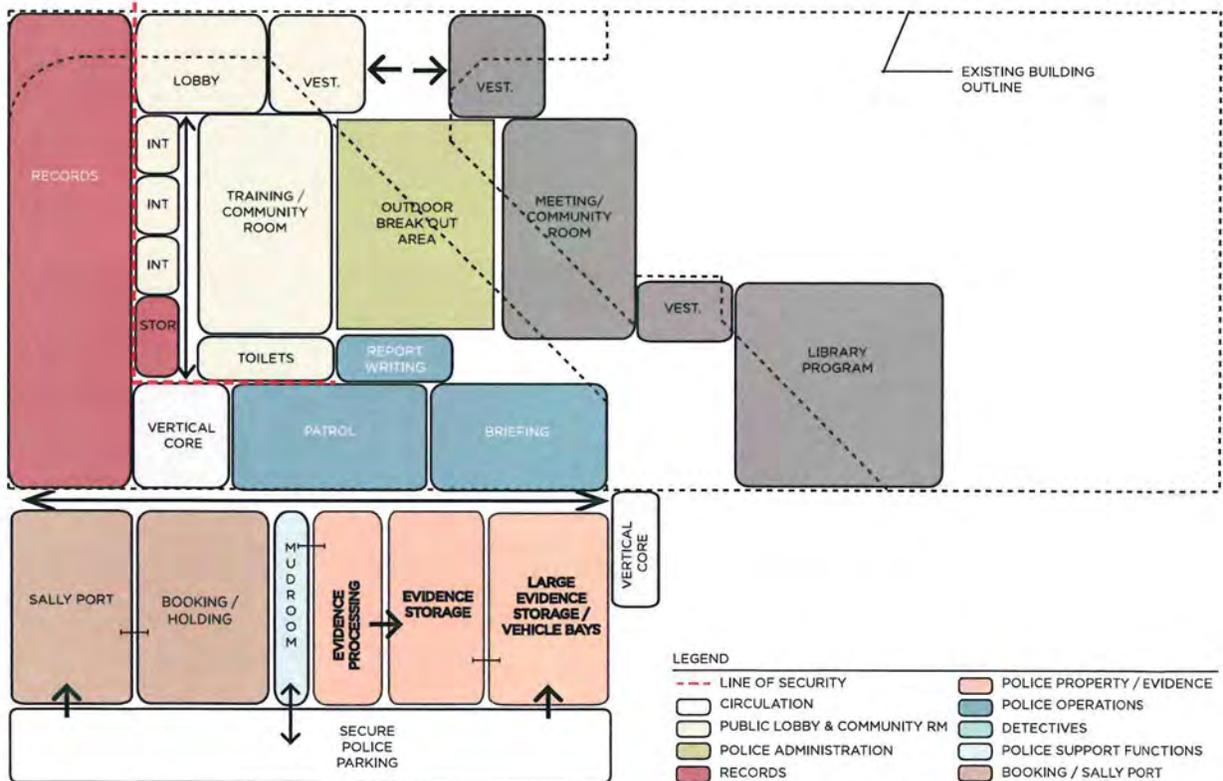
BASEMENT FLOOR



SECOND FLOOR

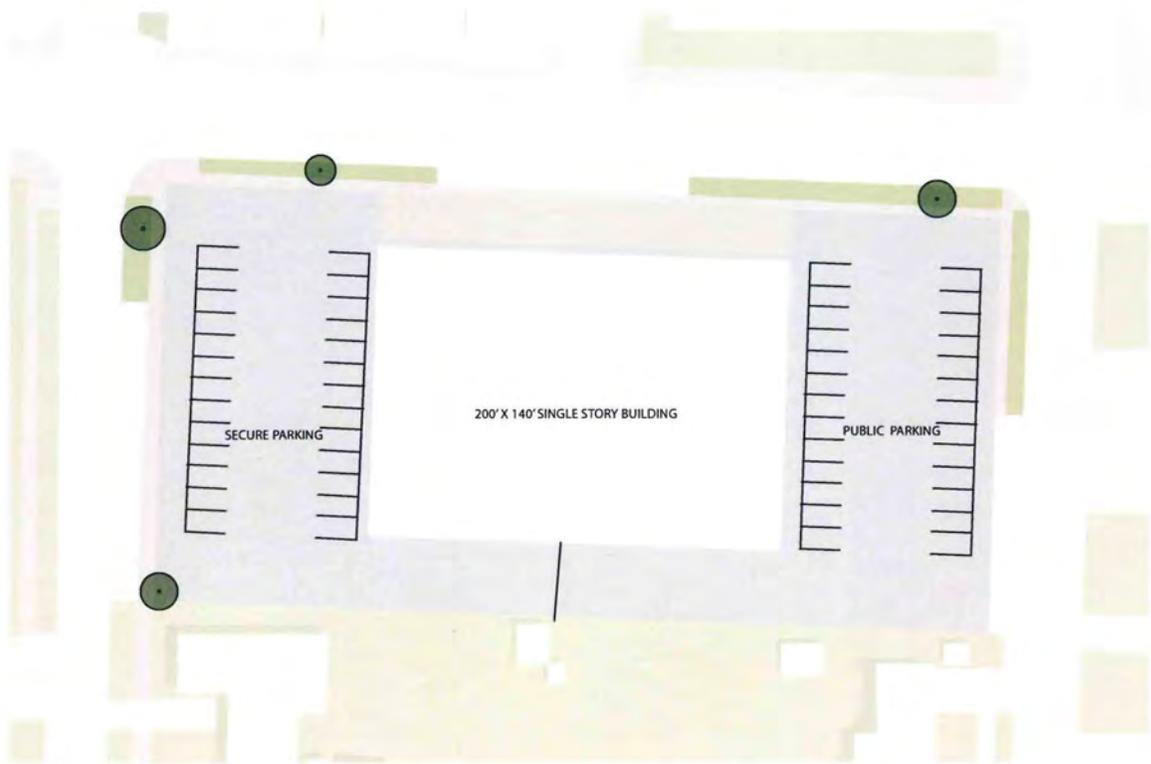


FIRST FLOOR

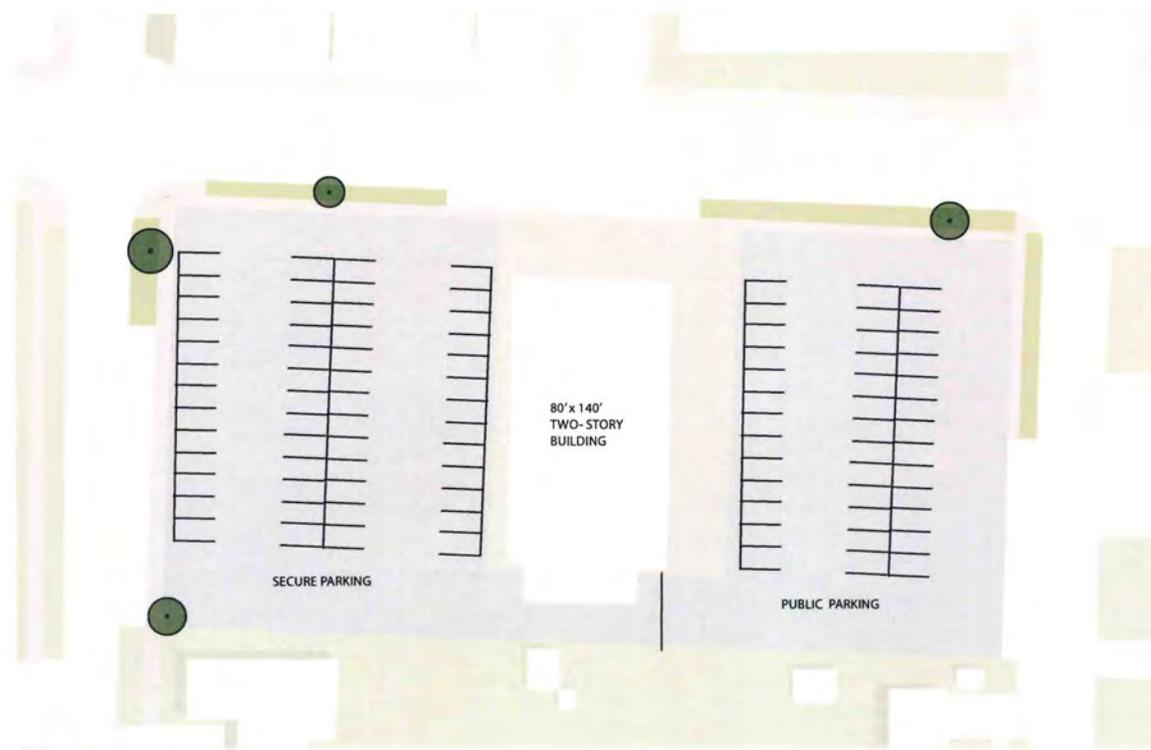


Building Adjacency Diagrams

SCENARIO 3

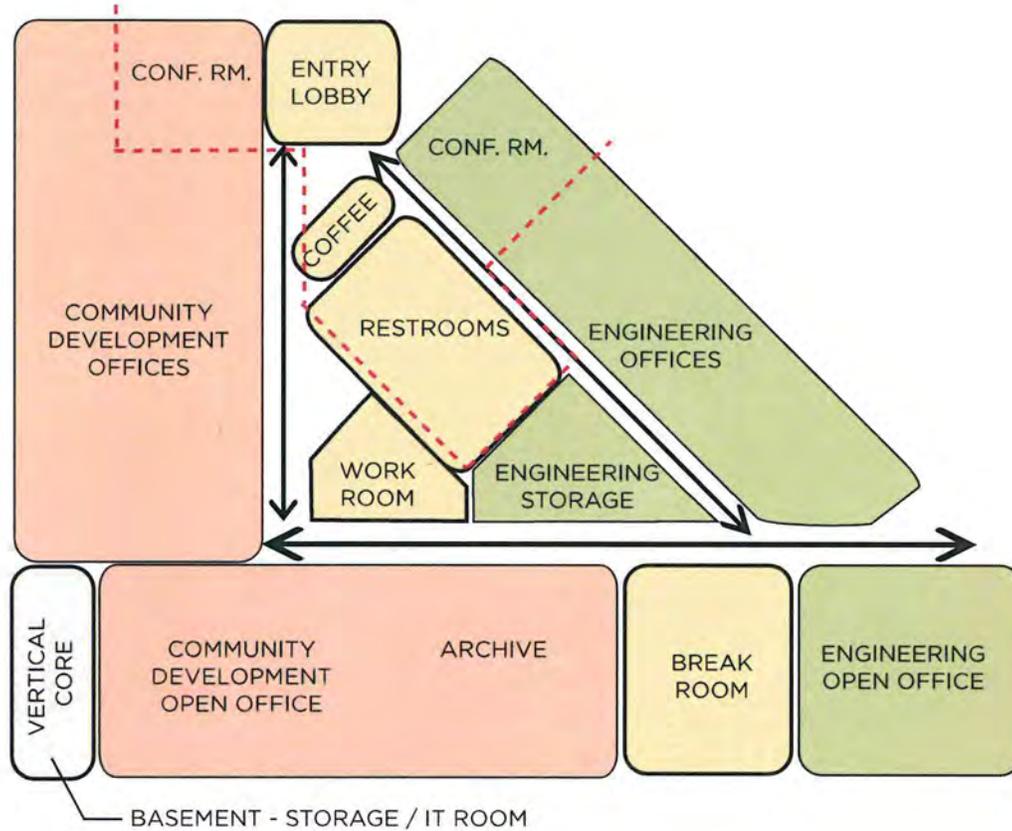


OPTION 1



OPTION 2

SCENARIO 4



LEGEND

- LINE OF SECURITY
- CIRCULATION
- PUBLIC LOBBY & SHARED SPACES
- COMMUNITY DEVELOPMENT
- ENGINEERING

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FINAL SITE AND FLOOR PLANS

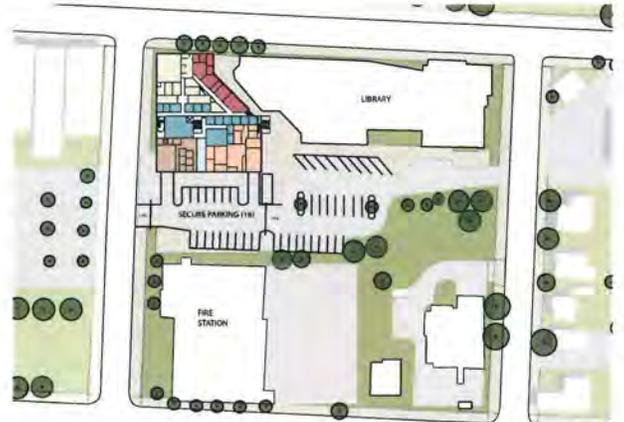
While the adjacency diagrams shown on the previous pages are developed based only on the relative sizes of the divisions, expectations of proximity within the Department, and general anticipation of building circulation; further development of the site and floor plans must take into consideration many additional aspects of the context. Some examples of these aspects include building orientation, site elements (i.e. public vs. secure parking; site access points; public plaza space); zoning restrictions, and overall impact on the neighborhood.

The goal of the design team was to develop the best scenario that appropriately addressed these external parameters without compromising the functional needs and cultural expectations of the department, or its ability to serve the community.

To this end, Mackenzie developed four scenarios per discussion with the Department and City for site development, shown on the following pages. Inextricably linked to each site plan is a corresponding floor plan that adheres as strictly as possible to the parameters outlined in the approved adjacency diagram.

Initial analysis of the facility's exterior requirements have been leveraged to develop the following scenarios. These requirements determined the potential footprint of the building on the site, parking layout, and vehicle circulation. Floor plans associated with each site layout option were developed using the Space Needs Program (see *Section 02*). Mackenzie utilized extensive previous experience with police facility design to analyze functional adjacencies and advance the floor plans.

Each scenario has been evaluated by the team, and the advantages and disadvantages of each are outlined in the following pages.



Scenario 1



Scenario 2



Scenario 4

Preliminary Site and Floor Plans

Police Station
2150038.00



SCENARIO 1



SITE PLAN

KEY ELEMENTS

1. Public Entry
2. Entry Plaza
3. Public Parking
4. Secure Parking
5. Sally Port
6. Carport Canopy
7. Generator Location
8. Trash Enclosure
9. Motorized Security Gate
10. Vehicle Evidence

ADVANTAGES

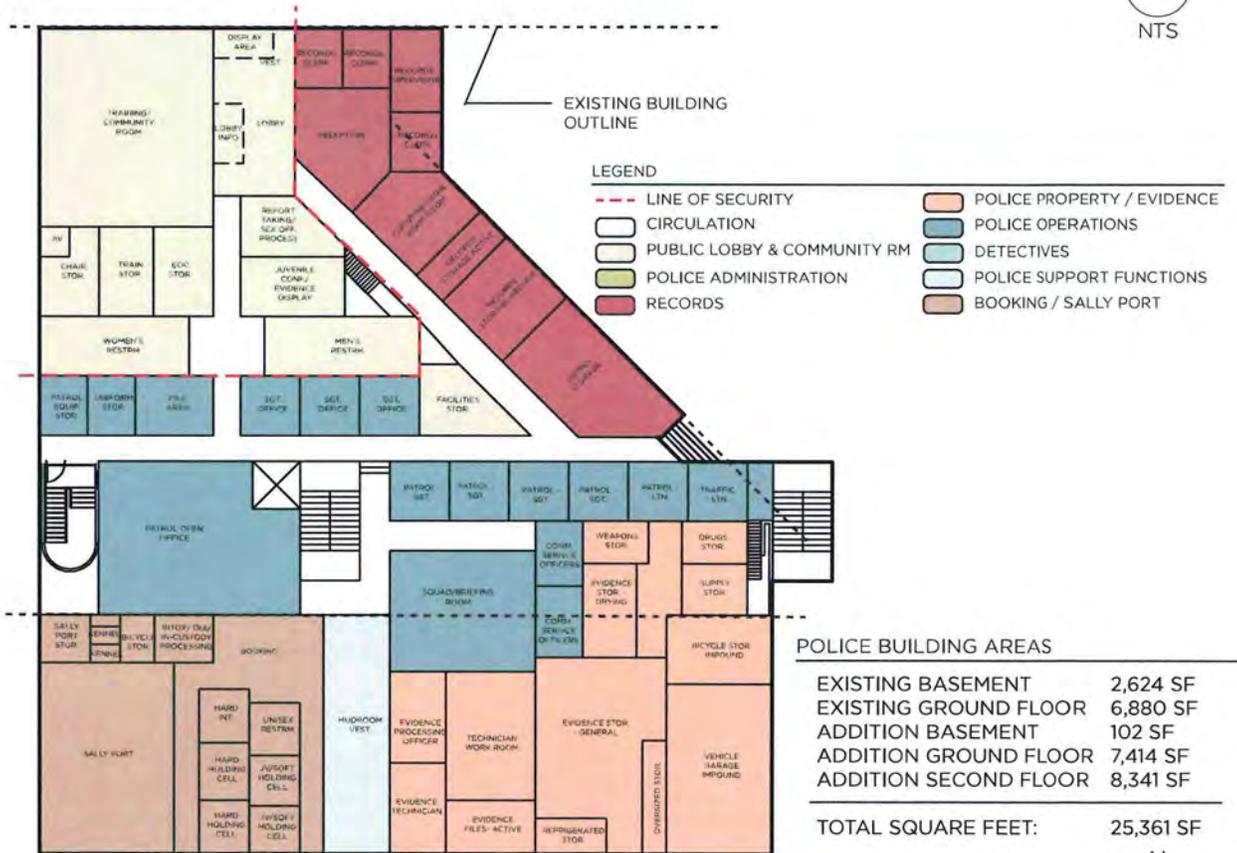
- Adjacency to other city functions
- Primary building facade fronts Pacific Avenue
- Use building as screen wall to secure areas
- Keeps station in the same location

DISADVANTAGES

- Public Plaza gives opportunity for unsecured area
- Vehicle entry perpendicular to face of building
- Less than the required number of secured parking
- Requires additional off site parking improvements to accommodate demand
- Requires Police Department to relocate during construction
- Interior offices lack natural light
- Sally Port is not drive thru



SECOND FLOOR



FIRST FLOOR

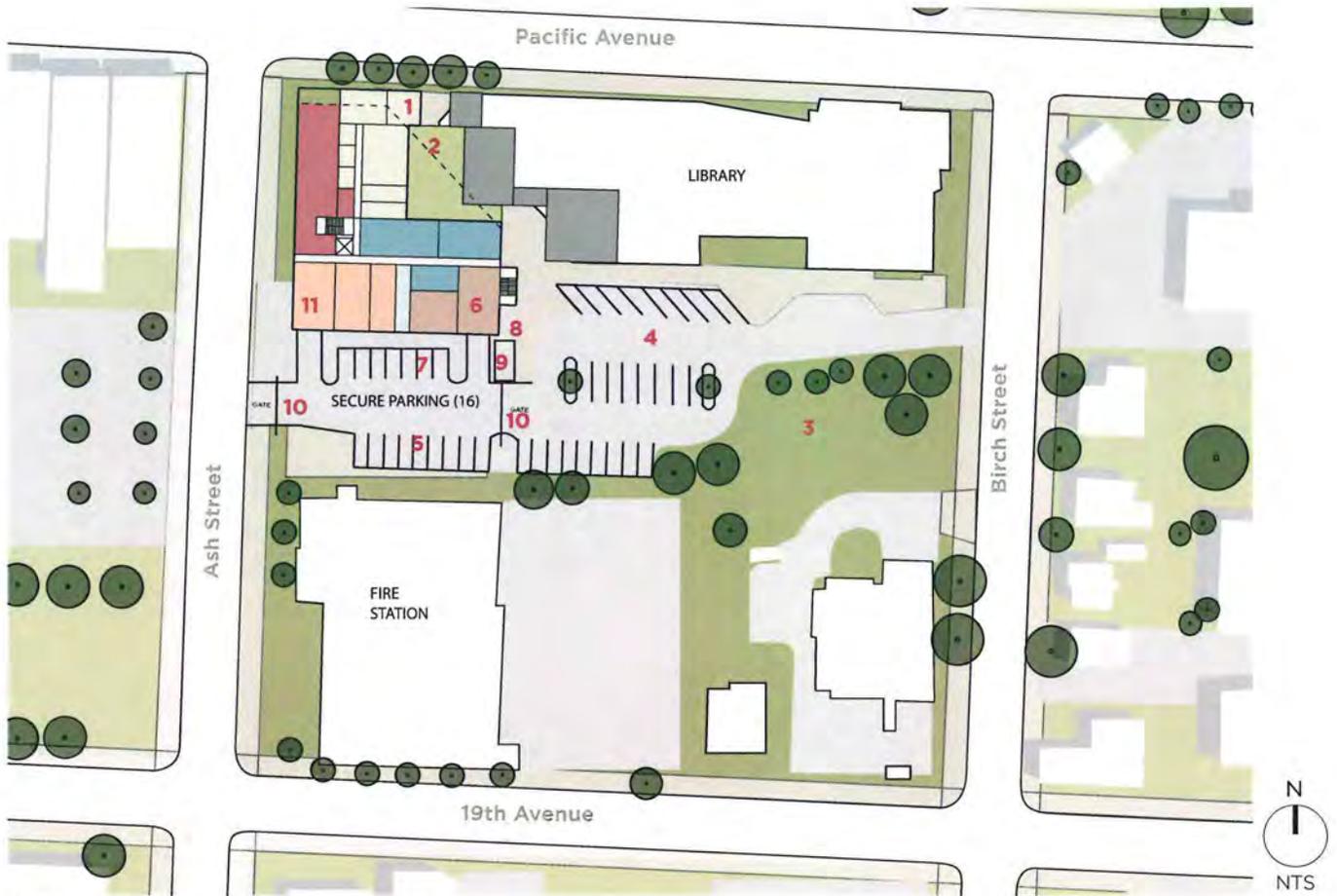


BASEMENT FLOOR



Preliminary Site and Floor Plans

SCENARIO 2



SITE PLAN

KEY ELEMENTS

1. Public Entry
2. Entry Plaza
3. Water Quality Swale
4. Public Parking
5. Secure Parking
6. Sally Port
7. Carport Canopy
8. Generator Location
9. Trash Enclosure
10. Motorized Security Gate
11. Vehicle Evidence

ADVANTAGES

- Adjacency to other city functions
- Primary building facade fronts Pacific Avenue
- Use building as screen wall to secure areas
- Keeps station in the same location

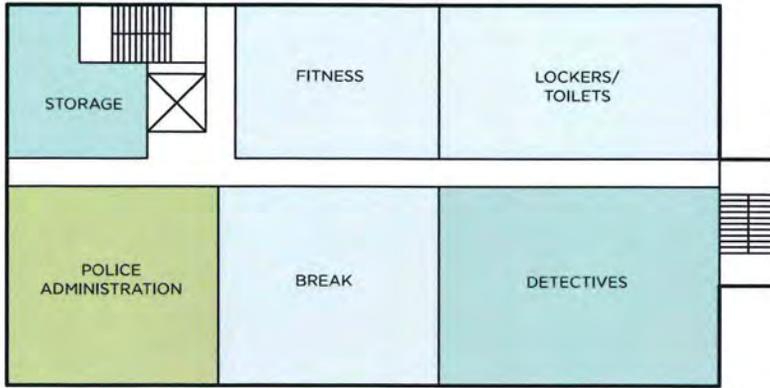
DISADVANTAGES

- Public Plaza gives opportunity for unsecured area
- Vehicle entry perpendicular to face of building
- Less than the required number of secured parking
- Requires additional off site parking improvements to accommodate demand
- Requires Police Department to relocate during construction
- Interior offices lack natural light

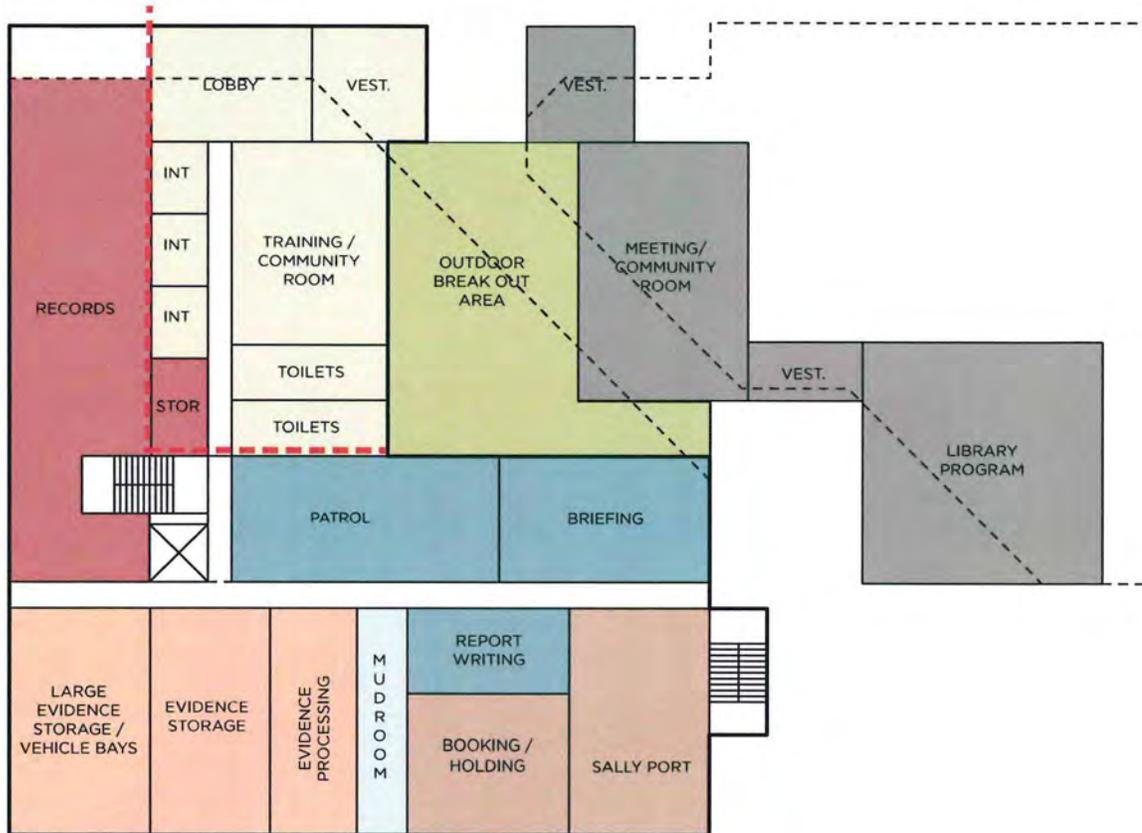
NEW POLICE BUILDING	
EXISTING BASEMENT	2,624 SF
NEW GROUND FLOOR	12,926 SF
NEW SECOND FLOOR	8,144 SF
TOTAL SQUARE FEET:	23,694 SF

RENOVATION OF LIBRARY	
RENOVATION AREA	3,598 SF

LEGEND	
LINE OF SECURITY	POLICE PROPERTY / EVIDENCE
CIRCULATION	POLICE OPERATIONS
PUBLIC LOBBY & COMMUNITY RM	DETECTIVES
POLICE ADMINISTRATION	POLICE SUPPORT FUNCTIONS
RECORDS	BOOKING / SALLY PORT



SECOND FLOOR



FIRST FLOOR



BASEMENT FLOOR



Preliminary Site and Floor Plans

Police Station
2150038.00



SCENARIO 3



SITE PLAN

KEY ELEMENTS

1. Public Entry
2. Entry Plaza
3. Water Quality Swale
4. Public Parking
5. Secure Parking
6. Drive-Thru Sally Port
7. Carport Canopy
8. Generator Location
9. Trash Enclosure
10. Motorized Security Gate

ADVANTAGES

- Optimal build and site adjacencies due to no site restrictions
- Strong public presence
- Ability to create stronger civil design
- Can accommodate single, or multi-story development
- Properly serves staff parking and access
- Drive thru sally port
- Allows Police Department to maintain operations at existing station thru construction

DISADVANTAGES

- Police access from Ash Street through public parking
- More costly due to increased site development costs
- Availability of land

SCENARIO 4



SITE PLAN

KEY ELEMENTS

1. Public Entry
2. Entry Plaza
3. Water Quality Swale
4. Public Parking
5. Secure Staff Parking
6. Generator Location
7. Trash Enclosure
8. Motorized Security Gate

ADVANTAGES

- Adjacency to other city functions
- All offices have direct and indirect light
- Existing structural elements remain intact

DISADVANTAGES

- Limited secure parking for staff



FIRST FLOOR



BASEMENT FLOOR



CITY RENOVATION AREA

EXISTING BASEMENT	2,624 SF
EXISTING GROUND FLOOR	6,880 SF
ADDITION GROUND FLOOR	1,617 SF
TOTAL SQUARE FEET:	11,121 SF

LEGEND

- - - LINE OF SECURITY
- CIRCULATION
- PUBLIC LOBBY & SHARED SPACES
- COMMUNITY DEVELOPMENT
- ENGINEERING

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PROJECT COST DEVELOPMENT

4

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COST SUMMARY

Following completion of the conceptual design, Mackenzie evaluated cost impacts of the police facility to meet Department needs for the next 30 years. The following cost summary outlines the estimated total development cost, including construction costs, design costs and owner costs.

Development costs of a project are not limited to construction costs alone and require consideration of other variables. These variables differ between new construction and renovation or expansion, and invariably change from one project to the next depending on site conditions, existing building conditions, building codes, seismic zones and the environment of the construction industry. Differences between estimates arise depending on the design approach, construction costs, and design and engineering costs. Owner costs for furniture, fixtures and equipment are often constant, based on a predetermined budget set by the Department. New construction can often differ substantially due to the single variable of land acquisition. This cost, coupled with higher construction costs, often leads to this being a more expensive option.

Construction costs reflect the raw costs incurred by a general contractor for overhead and profit, bonding and insurance, securing of materials and general construction of the site and building. In addition to the identified construction costs, a design contingency is recommended to ensure dollars are carried through construction for owner changes, design omissions, unforeseen conditions or jurisdictional requirements, among others. A conservative range of Construction Cost contingency has been calculated in the Project Cost Summaries, shown on the following pages. The team has evaluated and applied value engineering strategies to the raw construction cost to bring the high range estimate within the scope of the approved budget.

Consultant costs reflect the costs incurred for project management and design of the project from concept through construction administration. Though design fees can vary, these costs are generally factored using a fee based on the construction costs for the project. In addition to architectural and engineering services, costs include marketing materials and required services such as topographical surveys and special inspections. A contingency is provided for this category for any unforeseen or additionally requested design services throughout the project.

Owner costs reflect the costs generally incurred directly by the owner throughout the project. This includes all items the owner may wish to contract separately from the general construction of the project. Additional owner-related costs include relocation into the new facility, legal documentation and counsel for project documents and issuances, and jurisdictional fees associated with design review, building permits, SDCs, TIF fees and BOLI fees. A contingency is provided in this category for any unforeseen or undefined costs not currently represented.

The Jurisdictional Fee Summary reflects a preliminary estimate of the fees which will be assessed by the governing jurisdiction. This information is based on the information available at the date of the report, and the actual fees may vary at the time of permit application or issuance. For the purposes of this estimate, any fees that are expected to be credited back once the permit is issued have been removed from the summary.

The following project cost estimate examines the construction values of the selected design concept. The design concept has been estimated for a high range and a low range, with scope and assumptions detailed in the Statement of Probable Costs, found in Appendix A.

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FACILITY COST FORECAST

The following table illustrates the estimated total project cost for each project, as well as the facility costs approved by City Council in anticipation of an approved Public Safety Bond Measure.

The table provides a comprehensive overview of the cost of the different scenarios explored, with the cost breakdown of Forest Grove Police and City Facilities shown simultaneously for reference.

The details of construction, consultant, and owner cost for each facility can be found in the Project Cost Summary and Statement of Probable Cost found in the corresponding Appendix A.

Development Scenarios	SCENARIO #1	SCENARIO #2	SCENARIO #3	SCENARIO #4
BUILDING SIZE (SQ. FT.)	25,361	23,649	26,650	11,121
BUILDING COST/SF	\$425.05 / SF	\$432.39 / SF	\$477.18 / SF	\$201.62 / SF
CONSTRUCTION COST*	\$ 8,875,191.00	\$ 8,408,821.00	\$ 10,041,639.00	\$ 1,755,153.00
CONSULTANT COST	\$ 1,220,975.33	\$ 1,164,391.63	\$ 1,178,774.05	\$ 297,998.60
OWNER COST	\$ 684,598.70	\$ 652,486.30	\$ 1,496,435.48	\$ 189,259.13
TOTAL PROJECT COST	\$ 10,780,765.03	\$ 10,225,698.93	\$ 12,716,848.53	\$ 2,242,410.73

* Includes building hardcosts, sitework hardcosts, and contingencies
(see Project Cost Summary for break-down on following page)

Facility Cost Forecast

Police Station 
2150038.00

PROJECT COST ESTIMATE

The Project Cost Summaries detail the construction, consultant and owner costs that have been applied to the anticipated project cost. Hardcosts for the building and sitework are a result of adjustments to the Statement of Probable Costs, outlined in the Value Engineering Matrix on the following pages.

Forest Grove Police Station - Scenario 1 Project Cost Summary

Existing Building with Additions

July-15

Comments

Construction Cost of Facility		
Construction Hardcost	\$5,766,905.00	\$227.39 per SF
Offsite Parking Improvements Hardcost	\$130,000.00	
General Conditions	\$478,499.00	7% of Combined Hardcost
Bonds & Insurances	\$68,357.00	1% of Combined Hardcost
Overhead & Profit	\$410,142.00	6% of Combined Hardcost
Inflation	\$654,147.00	8% of GC Cost (2 years)
Contingency	\$1,367,141.00	20% of GC Cost
Total Construction Costs	\$8,875,191.00	\$349.95 per SF
Consultants Costs		
A/E Design and Construction - Base	\$997,134.00	11.19% of Total Construction Cost
A/E LEED Design and Documentation	\$0.00	N/A
Reimbursables	\$49,657.00	5% of fee
Marketing Materials	\$0.00	Allowance
Topo and Boundary Survey	\$7,500.00	Allowance
Special Inspections	\$25,000.00	Allowance
Geotechnical Services	\$20,000.00	Allowance
Environmental Services	\$0.00	N/A
Hazardous Material Survey/Testing	\$6,500.00	Allowance
Commissioning	\$30,000.00	Recommended, Not required
Arborist	\$0.00	N/A
Subtotal - Consultants	\$1,135,791.00	
Consultants Contingency	\$85,184.33	7.50%
Total Consultants Costs	\$1,220,975.33	\$48.14 per SF
Owner Costs		
Land Acquisition	\$0.00	N/A
Fixtures, Furniture & Equipment (FF&E)	\$253,610.00	\$10 per SF Allowance
Lockers/Shelving	\$125,000.00	Allowance
Fitness Equipment	\$15,000.00	Allowance
Telephone/Data Equipment	\$50,722.00	\$2 per SF Allowance
LEED Registration	\$0.00	N/A
Moving Allowance	\$15,000.00	Allowance
Temporary Facilities	\$0.00	TBD
Permit Fees	\$177,504.00	Building Permits - 2% of Total Construction Cost
Subtotal - Owner Costs	\$636,836.00	
Owner Contingency	\$47,762.70	7.50% of Owner Costs
Total Owner Costs	\$684,598.70	\$26.99 per SF
Total Project Cost	\$10,780,765.03	\$425.09 per SF

Building Size:	25,361 SF
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Exclusions: Off-site improvements to public right-of-way or utilities

The cost estimate assumes a conservative 20% contingency factor. As the design moves forward and assumptions made in the original estimate are addressed or eliminated, the contingency factor can be reduced to reflect a greater certainty in the hard cost estimate.

Forest Grove Police Station - Scenario 2 Project Cost Summary

Existing Site with New Building

July-15

Comments

Construction Cost of Facility		
Construction Hardcost	\$5,455,705.00	\$230.69 per SF
Offsite Parking Improvements Hardcost	\$130,000.00	
General Conditions	\$453,169.00	7% of Combined Hardcost
Bonds & Insurances	\$64,738.00	1% of Combined Hardcost
Overhead & Profit	\$391,031.00	6% of Combined Hardcost
Inflation	\$619,409.00	8% of GC Cost (2 years)
Contingency	\$1,294,769.00	20% of GC Cost
Total Construction Costs	\$8,408,821.00	\$355.57 per SF
Consultants Costs		
A/E Design and Construction - Base	\$946,833.00	11.26% of Total Construction Cost
A/E LEED Design and Documentation	\$0.00	N/A
Reimbursables	\$47,322.00	5% of fee
Marketing Materials	\$0.00	Allowance
Topo and Boundary Survey	\$7,500.00	Allowance
Special Inspections	\$25,000.00	Allowance
Geotechnical Services	\$20,000.00	Allowance
Environmental Services	\$0.00	N/A
Hazardous Material Survey/Testing	\$6,500.00	Allowance
Commissioning	\$30,000.00	Recommended, Not required
Arborist	\$0.00	N/A
Subtotal - Consultants	\$1,083,155.00	
Consultants Contingency	\$81,236.63	7.50%
Total Consultants Costs	\$1,164,391.63	\$49.24 per SF
Owner Costs		
Land Acquisition	\$0.00	N/A
Fixtures, Furniture & Equipment (FF&E)	\$236,490.00	\$10 per SF Allowance
Lockers/Shelving	\$125,000.00	Allowance
Fitness Equipment	\$15,000.00	Allowance
Telephone/Data Equipment	\$47,298.00	\$2 per SF Allowance
LEED Registration	\$0.00	N/A
Moving Allowance	\$15,000.00	Allowance
Temporary Facilities	\$0.00	TBD
Permit Fees	\$168,176.00	Building Permits - 2% of Total Construction Cost
Subtotal - Owner Costs	\$606,964.00	
Owner Contingency	\$45,522.30	7.50% of Owner Costs
Total Owner Costs	\$652,486.30	\$27.59 per SF
Total Project Cost	\$10,225,698.93	\$432.39 per SF
Building Size:	23,649 SF	

Exclusions: Off-site improvements to public right-of-way or utilities

Project Cost Estimate

Police Station 
2150038.00

PROJECT COST ESTIMATE

Forest Grove Police Station - Scenario 3 Project Cost Summary

New Site with New Building

July-15

Comments

Construction Cost of Facility		
Construction Hardcost	\$6,522,033.00	\$244.73 per SF
Demolition and Abatement Hardcost	\$141,400.00	
General Conditions	\$542,372.00	7% of Combined Hardcost
Bonds & Insurances	\$77,482.00	1% of Combined Hardcost
Overhead & Profit	\$464,891.00	6% of Combined Hardcost
Inflation	\$743,825.00	8% of GC Cost (2 years)
Contingency	\$1,549,636.00	20% of GC Cost
Total Construction Costs	\$10,041,639.00	\$376.80 per SF
Consultants Costs		
A/E Design and Construction - Base	\$960,985.00	9.57% of Total Construction Cost
A/E LEED Design and Documentation	\$0.00	N/A
Reimbursables	\$48,049.00	5% of fee
Marketing Materials	\$0.00	
Topo and Boundary Survey	\$6,000.00	Allowance
Special Inspections	\$25,000.00	Allowance
Geotechnical Services	\$20,000.00	Allowance
Environmental Services	\$0.00	N/A
Hazardous Material Survey/Testing/Mitigation Specs	\$6,500.00	Allowance
Commissioning	\$30,000.00	Recommended, Not required
Arborist	\$0.00	N/A
Subtotal - Consultants	\$1,096,534.00	
Consultants Contingency	\$82,240.05	7.50%
Total Consultants Costs	\$1,178,774.05	\$44.23 per SF
Owner Costs		
Land Acquisition	\$716,400.00	\$8 per SF Allowance
Fixtures, Furniture & Equipment (FF&E)	\$266,500.00	\$10 per SF Allowance
Lockers/Shelving	\$125,000.00	Allowance
Fitness Equipment	\$15,000.00	Allowance
Telephone/Data Equipment	\$53,300.00	\$2 per SF Allowance
LEED Registration	\$0.00	N/A
Moving Allowance	\$15,000.00	
Temporary Facilities	\$0.00	N/A
Permit Fees	\$200,833.00	Building Permits - 2% of Total Construction Cost
Subtotal - Owner Costs	\$1,392,033.00	
Owner Contingency	\$104,402.48	7.50% of Owner Costs
Total Owner Costs	\$1,496,435.48	\$56.15 per SF
Total Project Cost	\$12,716,848.53	\$477.18 per SF

Building Size:	26,650 SF
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Exclusions: Off-site improvements to public right-of-way or utilities

Forest Grove Police Station - Scenario 4 Project Cost Summary

City Facilities Move into Existing Building

July-15

Comments

Construction Cost of Facility		
Construction Hardcost	\$1,164,685.00	\$104.73 per SF
General Conditions	\$94,800.00	7% of Hardcost
Bonds & Insurances	\$13,543.00	1% of Hardcost
Overhead & Profit	\$81,257.00	6% of Hardcost
Inflation	\$130,011.00	8% of GC Cost (2 years)
Contingency	\$270,857.00	20% of GC Cost
Total Construction Costs	\$1,755,153.00	\$157.82 per SF
Consultants Costs		
A/E Design and Construction - Base	\$224,484.00	12.79% of Total Construction Cost
A/E LEED Design and Documentation	\$0.00	N/A
Reimbursables	\$11,224.00	5% of fee
Marketing Materials	\$0.00	Allowance
Topo and Boundary Survey	\$0.00	N/A
Special Inspections	\$10,000.00	Allowance
Geotechnical Services	\$10,000.00	Allowance
Environmental Services	\$0.00	N/A
Hazardous Material Survey/Testing	\$6,500.00	Allowance
Commissioning	\$15,000.00	Recommended, Not required
Arborist	\$0.00	N/A
Subtotal - Consultants	\$277,208.00	
Consultants Contingency	\$20,790.60	7.50%
Total Consultants Costs	\$297,998.60	\$26.80 per SF
Owner Costs		
Land Acquisition	\$0.00	N/A
Fixtures, Furniture & Equipment (FF&E)	\$111,210.00	\$10 per SF Allowance
Lockers/Shelving	\$0.00	N/A
Fitness Equipment	\$0.00	N/A
Telephone/Data Equipment	\$22,242.00	\$2 per SF Allowance
LEED Registration	\$0.00	N/A
Moving Allowance	\$7,500.00	Limited moving required
Temporary Facilities	\$0.00	N/A
Permit Fees	\$35,103.00	Building Permits - 2% of Total Construction Cost
Subtotal - Owner Costs	\$176,055.00	
Owner Contingency	\$13,204.13	7.50% of Owner Costs
Total Owner Costs	\$189,259.13	\$17.02 per SF
Total Project Cost	\$2,242,410.73	\$201.64 per SF

Building Size:	11,121 SF
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Exclusions: Off-site improvements to public right-of-way or utilities

Value Engineering Matrix

Police Station
2150038.00



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SUPPORTING COST DOCUMENTS

APPENDIX A

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FOREST GROVE POLICE STUDY
Statement of Probable Cost

1/4

A-03

SCENARIO #1						
Existing Building With Additions						
LOC	ITEM	DESCRIPTION	UNIT AREA		\$/UNIT	TOTAL \$
Basement	Gun range	no work				
Basement	Elevator	addition (3-stop)	102	SF	4,400.00	448,800
Basement	3 Rooms	remodel	523	SF	95.00	49,685
Ground Fl	Offices	remodel	6,880	SF	130.00	894,400
Ground Fl	North	addition	1,131	SF	300.00	339,300
Ground Fl	South_Open	infill + ext walls & roof	1,139	SF	175.00	199,325
Ground Fl	South_Sallyport	infill + exterior walls	677	SF	80.00	54,160
Ground Fl	South	addition	5,192	SF	300.00	1,557,600
Ground Fl	East-Stairs	addition	1,131	SF	150.00	169,650
2nd Fl	Offices	addition	8,742	SF	325.00	2,841,150
Site	Secure Parking	resurface + add driveways	9,020	SF	5.00	45,100
Site	Perimeter Wall	masonry_8' ht	277	LF	245.00	67,865
Site	Landscaping	patch + some new	5,524	SF	7.00	38,668
SUBTOTAL						6,703,703
					Contingency: 20.00%	1,341,141
					Inflation (2 years): 8.00%	643,747
SCENARIO #1 TOTAL						8,690,591
Exclusions:						
Soft costs (including design fees, permits, SDC's, testing, BOLI fee						
Hazardous material abatement, moving expenses.						

ARCH: Mackenzie
DWG DATE: June 30, 2015
DESIGN LEVEL: Study

CONSTRUCTION FOCUS, INC.
541-686-2031
EUGENE, OREGON

ESTIMATE DATE: July 15, 2015
REVISION #: 2
CONST. START: 3 QTR_17

Statement of Probable Cost

Police Station
2150038.00

FOREST GROVE POLICE Scenario #1 Images



GROUND FLOOR PLAN

Legend

- Ground Floor, Office Remodel: 6,880 sf
- Ground Floor, North Addition: 1,131 sf
- Ground Floor, South Open Infill: 1,139 sf
- Ground Floor, South Sallyport Infill: 677 sf



GROUND FLOOR PLAN

Legend

- Ground Floor, South Addition: 5,192 sf
- Ground Floor, East Stairs Addition: 1,131 sf



SECOND FLOOR PLAN

Legend

- Second Floor, Addition: 8,742 sf



BASEMENT FLOOR PLAN

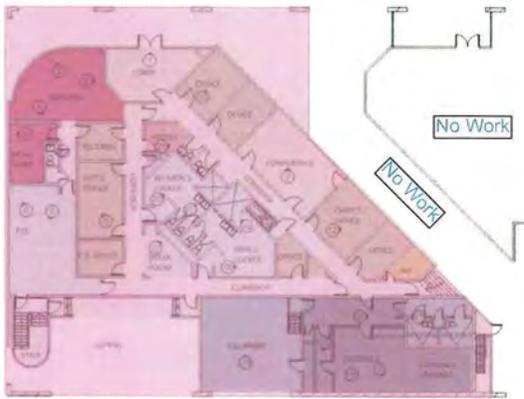
Legend

- Basement, Elevator Addition: 102 sf
- Basement, Remodel: 523 sf
- Basement, No Work: 2,064 sf

FOREST GROVE POLICE STUDY
Statement of Probable Cost

SCENARIO #2 Existing Site With New Building							
LOC	ITEM	DESCRIPTION	UNIT AREA		\$/UNIT	TOTAL \$	
Basement	Gun range	no work					
Basement	Elevator	excavation & pit	102	SF	500.00	51,000	
Basement	3 Rooms	remodel	523	SF	95.00	49,685	
Ground Fl	Library	no work					
Ground Fl	Breezeway	no work					
Ground Fl	Building	demolish	10,015	SF	14.00	140,210	
Ground Fl	Offices	new construction	15,180	SF	250.00	3,795,000	
2nd Fl	Offices	new construction	9,028	SF	250.00	2,257,000	
Site	Secure Parking	resurface + add driveways	9,020	SF	5.00	45,100	
Site	Perimeter Wall	masonry_8' ht	277	LF	245.00	67,865	
Site	Landscaping	patch + some new	5,524	SF	7.00	38,668	
SUBTOTAL						6,343,843	
					Contingency:	20.00%	1,268,769
					Inflation (2 years):	8.00%	609,009
SCENARIO #2 TOTAL						8,221,621	
Exclusions:							
Soft costs (including design fees, permits, SDC's, testing, BOLI fee							
Hazardous material abatement, moving expenses.							

FOREST GROVE POLICE Scenario #2 Images



EXISTING GROUND FLOOR PLAN

Legend

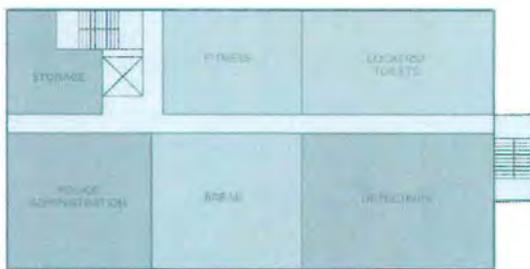
Ground Floor, Demo Building, 10,015 sf



GROUND FLOOR PLAN

Legend

Ground Floor, New, 15180 sf



SECOND FLOOR PLAN

Legend

Second Floor, New, 9,028 sf



BASEMENT FLOOR PLAN

Legend

Basement, Elevator Addition, 102 sf
 Basement, Remodel, 523 sf
 Basement, No Work, 2,064 sf

FOREST GROVE POLICE STUDY
Statement of Probable Cost

SCENARIO #3 New Site With New Building						
LOC	ITEM	DESCRIPTION	UNIT AREA		\$/UNIT	TOTAL \$
Multi-level	Offices	new construction	26,650	SF	250.00	6,662,500
Site	Bldg Demolition & Abatement		17,675	SF	8.00	141,400
Site	Secure Parking		24,140	SF	10.00	241,400
Site	Public Parking		15,388	SF	9.00	138,492
Site	Hardscapes		7,395	SF	10.00	73,950
Site	Cover @ Secure Parking		2,923	SF	70.00	204,610
Site	Perimeter Wall	masonry_8' ht	578	LF	245.00	141,610
Site	Landscaping		18,027	SF	8.00	144,216
SUBTOTAL						7,748,178
					Contingency: 20.00%	1,549,636
					Inflation (2 years): 8.00%	743,825
SCENARIO #3 TOTAL						10,041,639
Exclusions:						
Soft costs (including design fees, permits, SDC's, testing, BOLI fee						
Hazardous material abatement, moving expenses.						

ARCH: Mackenzie
DWG DATE: June 30, 2015
DESIGN LEVEL: Study

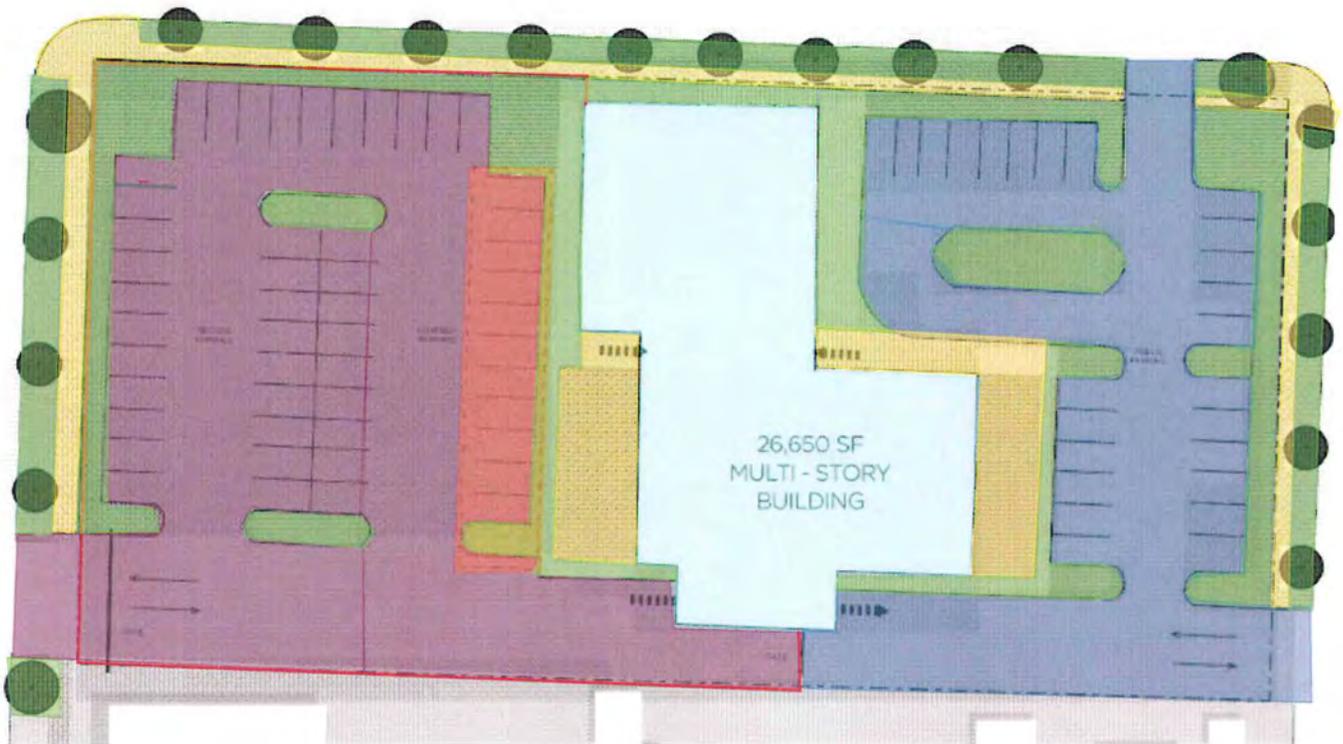
CONSTRUCTION FOCUS, INC.
541-686-2031
EUGENE, OREGON

ESTIMATE DATE: July 15, 2015
REVISION #: 2
CONST. START: 3 QTR_17

Statement of Probable Cost

Police Station 
2150038.00

FOREST GROVE POLICE
Scenario #3
Images



Legend

- Multi-story Building: 26,650 sf
- Secure Parking: 24,140 sf
- Public Parking: 15,388 sf
- Hardscapes: 7,395 sf
- Cover @ Secure Parking: 2,923 sf
- Perimeter Wall @ Secure Parking: 578 lf
- Landscaping: 18,027 sf

FOREST GROVE POLICE STUDY
Statement of Probable Cost

SCENARIO #4 City Facilities Move Into Existing Building							
LOC	ITEM	DESCRIPTION	UNIT AREA		\$/UNIT	TOTAL \$	
Basement	Gun range	no work					
Basement	Elevator	addition (2-stop)	102	SF	3,500.00	357,000	
Basement	3 Rooms	remodel	523	SF	95.00	49,685	
Ground Fl	Offices	remodel	6,880	SF	160.00	1,100,800	
Ground Fl	South_Open	infill + ext walls & roof	1,139	SF	175.00	199,325	
Ground Fl	South Sallyport	infill + exterior walls	677	SF	80.00	54,160	
SUBTOTAL						1,354,285	
					Contingency:	20.00%	270,857
					Inflation (2 years):	8.00%	130,011
SCENARIO #4 TOTAL						1,755,153	
Exclusions:							
Soft costs (including design fees, permits, SDC's, testing, BOLI fee)							
Hazardous material abatement, moving expenses.							

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DWG DATE: June 30, 2015
DESIGN LEVEL: Study

CONSTRUCTION FOCUS, INC.
541-686-2031
EUGENE, OREGON

ESTIMATE DATE: July 15, 2015
REVISION #: 2
CONST. START: 3 QTR_17

Preliminary Governmental Jurisdictional Fees

Police Station 
2150038.00

FOREST GROVE POLICE Scenario #4 Images



Legend

- Ground Floor, Office Remodel: 6,880 sf
- Ground Floor, South Open Infill: 1,139 sf
- Ground Floor, South Sallyport Infill: 677 sf



BASEMENT FLOOR PLAN

Legend

- Basement, Elevator Addition: 102 sf
- Basement, Remodel: 523 sf
- Basement, No Work: 2,064 sf

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ASCE 41-13 STRUCTURAL ANALYSIS

APPENDIX B

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16.2IO IMMEDIATE OCCUPANCY STRUCTURAL CHECKLIST FOR BUILDING TYPES W1: WOOD LIGHT FRAMES AND W1A: MULTI-STORY, MULTI-UNIT RESIDENTIAL WOOD FRAME

Very Low Seismicity

Seismic-Force-Resisting System

- C NC N/A U REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2. (Commentary: Sec. A.3.2.1.1. Tier 2: Sec. 5.5.1.1)
- C NC N/A U SHEAR STRESS CHECK: The shear stress in the shear walls, calculated using the Quick Check procedure of Section 4.5.3.3, is less than the following values (Commentary: Sec. A.3.2.7.1. Tier 2: Sec. 5.5.3.1.1):
- | | |
|----------------------------|-------------|
| Structural panel sheathing | 1,000 lb/ft |
| Diagonal sheathing | 700 lb/ft |
| Straight sheathing | 100 lb/ft |
| All other conditions | 100 lb/ft |
- C NC N/A U STUCCO (EXTERIOR PLASTER) SHEAR WALLS: Multi-story buildings do not rely on exterior stucco walls as the primary seismic-force-resisting system. (Commentary: Sec. A.3.2.7.2. Tier 2: Sec. 5.5.3.6.1)
- C NC N/A U GYPSUM WALLBOARD OR PLASTER SHEAR WALLS: Interior plaster or gypsum wallboard are not used as shear walls on buildings more than one story high with the exception of the uppermost level of a multi-story building. (Commentary: Sec. A.3.2.7.3. Tier 2: Sec. 5.5.3.6.1)
- C NC N/A U NARROW WOOD SHEAR WALLS: Narrow wood shear walls with an aspect ratio greater than 2-to-1 are not used to resist seismic forces. (Commentary: Sec. A.3.2.7.4. Tier 2: Sec. 5.5.3.6.1)
- C NC N/A U WALLS CONNECTED THROUGH FLOORS: Shear walls have an interconnection between stories to transfer overturning and shear forces through the floor. (Commentary: Sec. A.3.2.7.5. Tier 2: Sec. 5.5.3.6.2)
- C NC N/A U HILLSIDE SITE: For structures that are taller on at least one side by more than one-half story because of a sloping site, all shear walls on the downhill slope have an aspect ratio less than 1 to 2. (Commentary: Sec. A.3.2.7.6. Tier 2: Sec. 5.5.3.6.3)
- C NC N/A U CRIPPLE WALLS: Cripple walls below first-floor-level shear walls are braced to the foundation with wood structural panels. (Commentary: Sec. A.3.2.7.7. Tier 2: Sec. 5.5.3.6.4)
- C NC N/A U OPENINGS: Walls with openings greater than 80% of the length are braced with wood structural panel shear walls with aspect ratios of not more than 1.5-to-1 or are supported by adjacent construction through positive ties capable of transferring the seismic forces. (Commentary: Sec. A.3.2.7.8. Tier 2: Sec. 5.5.3.6.5)

Connections

- C NC N/A U WOOD POSTS: There is a positive connection of wood posts to the foundation. (Commentary: Sec. A.5.3.3. Tier 2: Sec. 5.7.3.3)
- C NC N/A U WOOD SILLS: All wood sills are bolted to the foundation. (Commentary: Sec. A.5.3.4. Tier 2: Sec. 5.7.3.3)
- C NC N/A U GIRDER/COLUMN CONNECTION: There is a positive connection using plates, connection hardware, or straps between the girder and the column support. (Commentary: Sec. A.5.4.1. Tier 2: Sec. 5.7.4.1)

Foundation System

- C NC N/A U DEEP FOUNDATIONS: Piles and piers are capable of transferring the lateral forces between the structure and the soil. (Commentary: Sec. A.6.2.3.)
- C NC N/A U SLOPING SITES: The difference in foundation embedment depth from one side of the building to another shall not exceed one story high. (Commentary: Sec. A.6.2.4)

**Low, Moderate, and High Seismicity: Complete the Following Items in Addition to the Items for Very Low Seismicity.
Seismic-Force-Resisting System**

- C NC N/A U HOLD-DOWN ANCHORS: All shear walls have hold-down anchors, constructed per acceptable construction practices, attached to the end studs. (Commentary: Sec. A.3.2.7.9, Tier 2: Sec. 5.5.3.6.6)
- C NC N/A U NARROW WOOD SHEAR WALLS: Narrow wood shear walls with an aspect ratio greater than 1.5-to-1 are not used to resist seismic forces. (Commentary: Sec. A.3.2.7.4, Tier 2: Sec. 5.5.3.6.1)

Diaphragms

- C NC N/A U DIAPHRAGM CONTINUITY: The diaphragms are not composed of split-level floors and do not have expansion joints. (Commentary: Sec. A.4.1.1, Tier 2: Sec. 5.6.1.1)
- C NC N/A U ROOF CHORD CONTINUITY: All chord elements are continuous, regardless of changes in roof elevation. (Commentary: Sec. A.4.1.3, Tier 2: Sec. 5.6.1.4)
- C NC N/A U PLAN IRREGULARITIES: There is tensile capacity to develop the strength of the diaphragm at reentrant corners or other locations of plan irregularities. (Commentary: Sec. A.4.1.7, Tier 2: Sec. 5.6.1.4)
- C NC N/A U DIAPHRAGM REINFORCEMENT AT OPENINGS: There is reinforcing around all diaphragm openings larger than 50% of the building width in either major plan dimension. (Commentary: Sec. A.4.1.8, Tier 2: Sec. 5.6.1.5)
- C NC N/A U STRAIGHT SHEATHING: All straight sheathed diaphragms have aspect ratios less than 1-to-1 in the direction being considered. (Commentary: Sec. A.4.2.1, Tier 2: Sec. 5.6.2)
- C NC N/A U SPANS: All wood diaphragms with spans greater than 12 ft consist of wood structural panels or diagonal sheathing. (Commentary: Sec. A.4.2.2, Tier 2: Sec. 5.6.2)
- C NC N/A U DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 30 ft and aspect ratios less than or equal to 3-to-1 ft. (Commentary: Sec. A.4.2.3, Tier 2: Sec. 5.6.2)
- C NC N/A U OTHER DIAPHRAGMS: The diaphragm does not consist of a system other than wood, metal deck, concrete, or horizontal bracing. (Commentary: Sec. A.4.7.1, Tier 2: Sec. 5.6.5)

Connections

- C NC N/A U WOOD SILL BOLTS: Sill bolts are spaced at 4 ft or less, with proper edge and end distance provided for wood and concrete. (Commentary: Sec. A.5.3.7, Tier 2: Sec. 5.7.3.3)

16.1.2IO IMMEDIATE OCCUPANCY BASIC CONFIGURATION CHECKLIST**Very Low Seismicity****Building System***General*

- C NC N/A U **LOAD PATH:** The structure shall contain a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation. (Commentary: Sec. A.2.1.1. Tier 2: Sec. 5.4.1.1)
- C NC N/A U **ADJACENT BUILDINGS:** The clear distance between the building being evaluated and any adjacent building is greater than 4% of the height of the shorter building. This statement need not apply for the following building types: W1, W1a, and W2. (Commentary: Sec. A.2.1.2. Tier 2: Sec. 5.4.1.2)
- C NC N/A U **MEZZANINES:** Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure. (Commentary: Sec. A.2.1.3. Tier 2: Sec. 5.4.1.3)

Building Configuration

- C NC N/A U **WEAK STORY:** The sum of the shear strengths of the seismic-force-resisting system in any story in each direction shall not be less than 80% of the strength in the adjacent story above. (Commentary: Sec. A.2.2.2. Tier 2: Sec. 5.4.2.1)
- C NC N/A U **SOFT STORY:** The stiffness of the seismic-force-resisting system in any story shall not be less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above. (Commentary: Sec. A.2.2.3. Tier 2: Sec. 5.4.2.2)
- C NC N/A U **VERTICAL IRREGULARITIES:** All vertical elements in the seismic-force-resisting system are continuous to the foundation. (Commentary: Sec. A.2.2.4. Tier 2: Sec. 5.4.2.3)
- C NC N/A U **GEOMETRY:** There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines. (Commentary: Sec. A.2.2.5. Tier 2: Sec. 5.4.2.4)
- C NC N/A U **MASS:** There is no change in effective mass more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered. (Commentary: Sec. A.2.2.6. Tier 2: Sec. 5.4.2.5)
- C NC N/A U **TORSION:** The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension. (Commentary: Sec. A.2.2.7. Tier 2: Sec. 5.4.2.6)

Low Seismicity: Complete the Following Items in Addition to the Items for Very Low Seismicity.

Geologic Site Hazards

- C NC N/A U **LIQUEFACTION:** Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance shall not exist in the foundation soils at depths within 50 ft under the building. (Commentary: Sec. A.6.1.1. Tier 2: 5.4.3.1)
- C NC N/A U **SLOPE FAILURE:** The building site is sufficiently remote from potential earthquake-induced slope failures or rockfalls to be unaffected by such failures or is capable of accommodating any predicted movements without failure. (Commentary: Sec. A.6.1.2. Tier 2: 5.4.3.1)
- C NC N/A U **SURFACE FAULT RUPTURE:** Surface fault rupture and surface displacement at the building site are not anticipated. (Commentary: Sec. A.6.1.3. Tier 2: 5.4.3.1)

Moderate and High Seismicity: Complete the Following Items in Addition to the Items for Low Seismicity.

Foundation Configuration

- C NC N/A U **OVERTURNING:** The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$. (Commentary: Sec. A.6.2.1. Tier 2: Sec. 5.4.3.3)
- C NC N/A U **TIES BETWEEN FOUNDATION ELEMENTS:** The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C. (Commentary: Sec. A.6.2.2. Tier 2: Sec. 5.4.3.4)

Project: _____

Location: _____

Completed by: _____

Date: _____

16.17 NONSTRUCTURAL CHECKLIST**Life Safety Systems**

- C NC N/A U LS-LMH; PR-LMH. FIRE SUPPRESSION PIPING: Fire suppression piping is anchored and braced in accordance with NFPA-13. (Commentary: Sec. A.7.13.1. Tier 2: Sec. 13.7.4)
- C NC N/A U LS-LMH; PR-LMH. FLEXIBLE COUPLINGS: Fire suppression piping has flexible couplings in accordance with NFPA-13. (Commentary: Sec. A.7.13.2. Tier 2: Sec. 13.7.4)
- C NC N/A U LS-LMH; PR-LMH. EMERGENCY POWER: Equipment used to power or control life safety systems is anchored or braced. (Commentary: Sec. A.7.12.1. Tier 2: Sec. 13.7.7)
- C NC N/A U LS-LMH; PR-LMH. STAIR AND SMOKE DUCTS: Stair pressurization and smoke control ducts are braced and have flexible connections at seismic joints. (Commentary: Sec. A.7.14.1. Tier 2: Sec. 13.7.6)
- C NC N/A U LS-MH; PR-MH. SPRINKLER CEILING CLEARANCE: Penetrations through panelized ceilings for fire suppression devices provide clearances in accordance with NFPA-13. (Commentary: Sec. A.7.13.3. Tier 2: Sec. 13.7.4)
- C NC N/A U LS-not required; PR-LMH. EMERGENCY LIGHTING: Emergency and egress lighting equipment is anchored or braced. (Commentary: Sec. A.7.3.1. Tier 2: Sec. 13.7.9)

Hazardous Materials

- C NC N/A U LS-LMH; PR-LMH. HAZARDOUS MATERIAL EQUIPMENT: Equipment mounted on vibration isolators and containing hazardous material is equipped with restraints or snubbers. (Commentary: Sec. A.7.12.2. Tier 2: 13.7.1)
- C NC N/A U LS-LMH; PR-LMH. HAZARDOUS MATERIAL STORAGE: Breakable containers that hold hazardous material, including gas cylinders, are restrained by latched doors, shelf lips, wires, or other methods. (Commentary: Sec. A.7.15.1. Tier 2: Sec. 13.8.4)
- C NC N/A U LS-MH; PR-MH. HAZARDOUS MATERIAL DISTRIBUTION: Piping or ductwork conveying hazardous materials is braced or otherwise protected from damage that would allow hazardous material release. (Commentary: Sec. A.7.13.4. Tier 2: Sec. 13.7.3 and 13.7.5)
- C NC N/A U LS-MH; PR-MH. SHUT-OFF VALVES: Piping containing hazardous material, including natural gas, has shut-off valves or other devices to limit spills or leaks. (Commentary: Sec. A.7.13.3. Tier 2: Sec. 13.7.3 and 13.7.5)
- C NC N/A U LS-LMH; PR-LMH. FLEXIBLE COUPLINGS: Hazardous material ductwork and piping, including natural gas piping, has flexible couplings. (Commentary: Sec. A.7.15.4. Tier 2: Sec. 13.7.3 and 13.7.5)
- C NC N/A U LS-MH; PR-MH. PIPING OR DUCTS CROSSING SEISMIC JOINTS: Piping or ductwork carrying hazardous material that either crosses seismic joints or isolation planes or is connected to independent structures has couplings or other details to accommodate the relative seismic displacements. (Commentary: Sec. A.7.13.6. Tier 2: Sec. 13.7.3, 13.7.5, and 13.7.6)

Partitions

- C NC N/A U LS-LMH; PR-LMH. UNREINFORCED MASONRY: Unreinforced masonry or hollow-clay tile partitions are braced at a spacing of at most 10 ft in Low or Moderate Seismicity, or at most 6 ft in High Seismicity. (Commentary: Sec. A.7.1.1. Tier 2: Sec. 13.6.2)
- C NC N/A U LS-LMH; PR-LMH. HEAVY PARTITIONS SUPPORTED BY CEILINGS: The tops of masonry or hollow-clay tile partitions are not laterally supported by an integrated ceiling system. (Commentary: Sec. A.7.2.1. Tier 2: Sec. 13.6.2)
- C NC N/A U LS-MH; PR-MH. DRIFT: Rigid cementitious partitions are detailed to accommodate the following drift ratios: in steel moment frame, concrete moment frame, and wood frame buildings, 0.02; in other buildings, 0.005. (Commentary A.7.1.2 Tier 2: Sec. 13.6.2)

- C NC N/A U LS-not required; PR-MH. LIGHT PARTITIONS SUPPORTED BY CEILINGS: The tops of gypsum board partitions are not laterally supported by an integrated ceiling system. (Commentary: Sec. A.7.2.1. Tier 2: Sec. 13.6.2)
- C NC N/A U LS-not required; PR-MH. STRUCTURAL SEPARATIONS: Partitions that cross structural separations have seismic or control joints. (Commentary: Sec. A.7.1.3. Tier 2. Sec. 13.6.2)
- C NC N/A U LS-not required; PR-MH. TOPS: The tops of ceiling-high framed or panelized partitions have lateral bracing to the structure at a spacing equal to or less than 6 ft. (Commentary: Sec. A.7.1.4. Tier 2. Sec. 13.6.2)

Ceilings

- C NC N/A U LS-MH; PR-LMH. SUSPENDED LATH AND PLASTER: Suspended lath and plaster ceilings have attachments that resist seismic forces for every 12 ft² of area. (Commentary: Sec. A.7.2.3. Tier 2: Sec. 13.6.4)
- C NC N/A U LS-MH; PR-LMH. SUSPENDED GYPSUM BOARD: Suspended gypsum board ceilings have attachments that resist seismic forces for every 12 ft² of area. (Commentary: Sec. A.7.2.3. Tier 2: Sec. 13.6.4)
- C NC N/A U LS-not required; PR-MH. INTEGRATED CEILINGS: Integrated suspended ceilings with continuous areas greater than 144 ft², and ceilings of smaller areas that are not surrounded by restraining partitions, are laterally restrained at a spacing no greater than 12 ft with members attached to the structure above. Each restraint location has a minimum of four diagonal wires and compression struts, or diagonal members capable of resisting compression. (Commentary: Sec. A.7.2.2. Tier 2: Sec. 13.6.4)
- C NC N/A U LS-not required; PR-MH. EDGE CLEARANCE: The free edges of integrated suspended ceilings with continuous areas greater than 144 ft² have clearances from the enclosing wall or partition of at least the following: in Moderate Seismicity, 1/2 in.; in High Seismicity, 3/4 in. (Commentary: Sec. A.7.2.4. Tier 2: Sec. 13.6.4)
- C NC N/A U LS-not required; PR-MH. CONTINUITY ACROSS STRUCTURE JOINTS: The ceiling system does not cross any seismic joint and is not attached to multiple independent structures. (Commentary: Sec. A.7.2.5. Tier 2: Sec. 13.6.4)
- C NC N/A U LS-not required; PR-H. EDGE SUPPORT: The free edges of integrated suspended ceilings with continuous areas greater than 144 ft² are supported by closure angles or channels not less than 2 in. wide. (Commentary: Sec. A.7.2.6. Tier 2: Sec. 13.6.4)
- C NC N/A U LS-not required; PR-H. SEISMIC JOINTS: Acoustical tile or lay-in panel ceilings have seismic separation joints such that each continuous portion of the ceiling is no more than 2500 ft² and has a ratio of long-to-short dimension no more than 4-to-1. (Commentary: Sec. A.7.2.7. Tier 2: 13.6.4)

Light Fixtures

- C NC N/A U LS-MH; PR-MH. INDEPENDENT SUPPORT: Light fixtures that weigh more per square foot than the ceiling they penetrate are supported independent of the grid ceiling suspension system by a minimum of two wires at diagonally opposite corners of each fixture. (Commentary: Sec. A.7.3.2. Tier 2: Sec. 13.6.4 and 13.7.9)
- C NC N/A U LS-not required; PR-H. PENDANT SUPPORTS: Light fixtures on pendant supports are attached at a spacing equal to or less than 6 ft and, if rigidly supported, are free to move with the structure to which they are attached without damaging adjoining components. (Commentary: A.7.3.3. Tier 2: Sec. 13.7.9)
- C NC N/A U LS-not required; PR-H. LENS COVERS: Lens covers on light fixtures are attached with safety devices. (Commentary: Sec. A.7.3.4. Tier 2: Sec. 13.7.9)

Cladding and Glazing

- C NC N/A U LS-MH; PR-MH. CLADDING ANCHORS: Cladding components weighing more than 10 lb/ft² are mechanically anchored to the structure at a spacing equal to or less than the following: for Life Safety in Moderate Seismicity, 6 ft; for Life Safety in High Seismicity and for Position Retention in any seismicity, 4 ft. (Commentary: Sec. A.7.4.1. Tier 2: Sec. 13.6.1)
- C NC N/A U LS-MH; PR-MH. CLADDING ISOLATION: For steel or concrete moment frame buildings, panel connections are detailed to accommodate a story drift ratio of at least the following: for Life Safety in Moderate Seismicity, 0.01; for Life Safety in High Seismicity and for Position Retention in any seismicity, 0.02. (Commentary: Sec. A.7.4.3. Tier 2: Section 13.6.1)

- C NC N/A U LS-MH; PR-MH. MULTI-STORY PANELS: For multi-story panels attached at more than one floor level, panel connections are detailed to accommodate a story drift ratio of at least the following: for Life Safety in Moderate Seismicity, 0.01; for Life Safety in High Seismicity and for Position Retention in any seismicity, 0.02. (Commentary: Sec. A.7.4.4. Tier 2: Sec. 13.6.1)
- C NC N/A U LS-MH; PR-MH. PANEL CONNECTIONS: Cladding panels are anchored out-of-plane with a minimum number of connections for each wall panel, as follows: for Life Safety in Moderate Seismicity, 2 connections; for Life Safety in High Seismicity and for Position Retention in any seismicity, 4 connections. (Commentary: Sec. A.7.4.5. Tier 2: Sec. 13.6.1.4)
- C NC N/A U LS-MH; PR-MH. BEARING CONNECTIONS: Where bearing connections are used, there is a minimum of two bearing connections for each cladding panel. (Commentary: Sec. A.7.4.6. Tier 2: Sec. 13.6.1.4)
- C NC N/A U LS-MH; PR-MH. INSERTS: Where concrete cladding components use inserts, the inserts have positive anchorage or are anchored to reinforcing steel. (Commentary: Sec. A.7.4.7. Tier 2: Sec. 13.6.1.4)
- C NC N/A U LS-MH; PR-MH. OVERHEAD GLAZING: Glazing panes of any size in curtain walls and individual interior or exterior panes over 16 ft² in area are laminated annealed or laminated heat-strengthened glass and are detailed to remain in the frame when cracked. (Commentary: Sec. A.7.4.8. Tier 2: Sec. 13.6.1.5)

Masonry Veneer

- C NC N/A U LS-LMH; PR-LMH. TIES: Masonry veneer is connected to the backup with corrosion-resistant ties. There is a minimum of one tie for every 2-2/3 ft², and the ties have spacing no greater than the following: for Life Safety in Low or Moderate Seismicity, 36 in.; for Life Safety in High Seismicity and for Position Retention in any seismicity, 24 in. (Commentary: Sec. A.7.5.1. Tier 2: Sec. 13.6.1.2)
- C NC N/A U LS-LMH; PR-LMH. SHELF ANGLES: Masonry veneer is supported by shelf angles or other elements at each floor above the ground floor. (Commentary: Sec. A.7.5.2. Tier 2: Sec. 13.6.1.2)
- C NC N/A U LS-LMH; PR-LMH. WEAKENED PLANES: Masonry veneer is anchored to the backup adjacent to weakened planes, such as at the locations of flashing. (Commentary: Sec. A.7.5.3. Tier 2: Sec. 13.6.1.2)
- C NC N/A U LS-LMH; PR-LMH. UNREINFORCED MASONRY BACKUP: There is no unreinforced masonry backup. (Commentary: Sec. A.7.7.2. Tier 2: Section 13.6.1.1 and 13.6.1.2)
- C NC N/A U LS-MH; PR-MH. STUD TRACKS: For veneer with metal stud backup, stud tracks are fastened to the structure at a spacing equal to or less than 24 in. on center. (Commentary: Sec. A.7.6.1. Tier 2: Section 13.6.1.1 and 13.6.1.2)
- C NC N/A U LS-MH; PR-MH. ANCHORAGE: For veneer with concrete block or masonry backup, the backup is positively anchored to the structure at a horizontal spacing equal to or less than 4 ft along the floors and roof. (Commentary: Sec. A.7.7.1. Tier 2: Section 13.6.1.1 and 13.6.1.2)
- C NC N/A U LS-not required; PR-MH. WEEP HOLES: In veneer anchored to stud walls, the veneer has functioning weep holes and base flashing. (Commentary: Sec. A.7.5.6. Tier 2: Section 13.6.1.2)
- C NC N/A U LS-not required; PR-MH. OPENINGS: For veneer with metal stud backup, steel studs frame window and door openings. (Commentary: Sec. A.7.6.2. Tier 2: Sec. 13.6.1.1 and 13.6.1.2)

Parapets, Cornices, Ornamentation, and Appendages

- C NC N/A U LS-LMH; PR-LMH. URM PARAPETS OR CORNICES: Laterally unsupported unreinforced masonry parapets or cornices have height-to-thickness ratios no greater than the following: for Life Safety in Low or Moderate Seismicity, 2.5; for Life Safety in High Seismicity and for Position Retention in any seismicity, 1.5. (Commentary: Sec. A.7.8.1. Tier 2: Sec. 13.6.5)
- C NC N/A U LS-LMH; PR-LMH. CANOPIES: Canopies at building exits are anchored to the structure at a spacing no greater than the following: for Life Safety in Low or Moderate Seismicity, 10 ft; for Life Safety in High Seismicity and for Position Retention in any seismicity, 6 ft. (Commentary: Sec. A.7.8.2. Tier 2: Sec. 13.6.6)
- C NC N/A U LS-MH; PR-LMH. CONCRETE PARAPETS: Concrete parapets with height-to-thickness ratios greater than 2.5 have vertical reinforcement. (Commentary: Sec. A.7.8.3. Tier 2: Sec. 13.6.5)
- C NC N/A U LS-MH; PR-LMH. APPENDAGES: Cornices, parapets, signs, and other ornamentation or appendages that extend above the highest point of anchorage to the structure or cantilever from components are reinforced and anchored to the structural system at a spacing equal to or less than 6 ft. This checklist item does not apply to parapets or cornices covered by other checklist items. (Commentary: Sec. A.7.8.4. Tier 2: Sec. 13.6.6)

Masonry Chimneys

- C NC N/A U LS-LMH; PR-LMH. URM CHIMNEYS: Unreinforced masonry chimneys extend above the roof surface no more than the following: for Life Safety in Low or Moderate Seismicity, 3 times the least dimension of the chimney; for Life Safety in High Seismicity and for Position Retention in any seismicity, 2 times the least dimension of the chimney. (Commentary: Sec. A.7.9.1. Tier 2: 13.6.7)
- C NC N/A U LS-LMH; PR-LMH. ANCHORAGE: Masonry chimneys are anchored at each floor level, at the topmost ceiling level, and at the roof. (Commentary: Sec. A.7.9.2. Tier 2: 13.6.7)

Stairs

- C NC N/A U LS-LMH; PR-LMH. STAIR ENCLOSURES: Hollow-clay tile or unreinforced masonry walls around stair enclosures are restrained out-of-plane and have height-to-thickness ratios not greater than the following: for Life Safety in Low or Moderate Seismicity, 15-to-1; for Life Safety in High Seismicity and for Position Retention in any seismicity, 12-to-1. (Commentary: Sec. A.7.10.1. Tier 2: Sec. 13.6.2 and 13.6.8)
- C NC N/A U LS-LMH; PR-LMH. STAIR DETAILS: In moment frame structures, the connection between the stairs and the structure does not rely on shallow anchors in concrete. Alternatively, the stair details are capable of accommodating the drift calculated using the Quick Check procedure of Section 4.5.3.1 without including any lateral stiffness contribution from the stairs. (Commentary: Sec. A.7.10.2. Tier 2: 13.6.8)

Contents and Furnishings

- C NC N/A U LS-MH; PR-MH. INDUSTRIAL STORAGE RACKS: Industrial storage racks or pallet racks more than 12 ft high meet the requirements of ANSI/MH 16.1 as modified by ASCE 7 Chapter 15. (Commentary: Sec. A.7.11.1. Tier 2: Sec. 13.8.1)
- C NC N/A U LS-H; PR-MH. TALL NARROW CONTENTS: Contents more than 6 ft high with a height-to-depth or height-to-width ratio greater than 3-to-1 are anchored to the structure or to each other. (Commentary: Sec. A.7.11.2. Tier 2: Sec. 13.8.2)
- C NC N/A U LS-H; PR-H. FALL-PRONE CONTENTS: Equipment, stored items, or other contents weighing more than 20 lb whose center of mass is more than 4 ft above the adjacent floor level are braced or otherwise restrained. (Commentary: Sec. A.7.11.3. Tier 2: Sec. 13.8.2)
- C NC N/A U LS-not required; PR-MH. ACCESS FLOORS: Access floors more than 9 in. high are braced. (Commentary: Sec. A.7.11.4. Tier 2: Sec. 13.8.3)
- C NC N/A U LS-not required; PR-MH. EQUIPMENT ON ACCESS FLOORS: Equipment and other contents supported by access floor systems are anchored or braced to the structure independent of the access floor. (Commentary: Sec. A.7.11.5. Tier 2: Sec. 13.7.7 and 13.8.3)
- C NC N/A U LS-not required; PR-H. SUSPENDED CONTENTS: Items suspended without lateral bracing are free to swing from or move with the structure from which they are suspended without damaging themselves or adjoining components. (Commentary: A.7.11.6. Tier 2: Sec. 13.8.2)

Mechanical and Electrical Equipment

- C NC N/A U LS-H; PR-H. FALL-PRONE EQUIPMENT: Equipment weighing more than 20 lb whose center of mass is more than 4 ft above the adjacent floor level, and which is not in-line equipment, is braced. (Commentary: A.7.12.4. Tier 2: 13.7.1 and 13.7.7)
- C NC N/A U LS-H; PR-H. IN-LINE EQUIPMENT: Equipment installed in-line with a duct or piping system, with an operating weight more than 75 lb, is supported and laterally braced independent of the duct or piping system. (Commentary: Sec. A.7.12.5. Tier 2: Sec. 13.7.1)
- C NC N/A U LS-H; PR-MH. TALL NARROW EQUIPMENT: Equipment more than 6 ft high with a height-to-depth or height-to-width ratio greater than 3-to-1 is anchored to the floor slab or adjacent structural walls. (Commentary: Sec. A.7.12.6. Tier 2: Sec. 13.7.1 and 13.7.7)
- C NC N/A U LS-not required; PR-MH. MECHANICAL DOORS: Mechanically operated doors are detailed to operate at a story drift ratio of 0.01. (Commentary: Sec. A.7.12.7. Tier 2: Sec. 13.6.9)

- C NC N/A U LS-not required; PR-H. SUSPENDED EQUIPMENT: Equipment suspended without lateral bracing is free to swing from or move with the structure from which it is suspended without damaging itself or adjoining components. (Commentary: Sec. A.7.12.8. Tier 2: Sec. 13.7.1 and 13.7.7)
- C NC N/A U LS-not required; PR-H. VIBRATION ISOLATORS: Equipment mounted on vibration isolators is equipped with horizontal restraints or snubbers and with vertical restraints to resist overturning. (Commentary: Sec. A.7.12.9. Tier 2: Sec. 13.7.1)
- C NC N/A U LS-not required; PR-H. HEAVY EQUIPMENT: Floor-supported or platform-supported equipment weighing more than 400 lb is anchored to the structure. (Commentary: Sec. A.7.12.10. Tier 2: 13.7.1 and 13.7.7)
- C NC N/A U LS-not required; PR-H. ELECTRICAL EQUIPMENT: Electrical equipment is laterally braced to the structure. (Commentary: Sec. A.7.12.11. Tier 2: 13.7.7)
- C NC N/A U LS-not required; PR-H. CONDUIT COUPLINGS: Conduit greater than 2.5 in. trade size that is attached to panels, cabinets, or other equipment and is subject to relative seismic displacement has flexible couplings or connections. (Commentary: Sec. A.7.12.12. Tier 2: 13.7.8)

Piping

- C NC N/A U LS-not required; PR-H. FLEXIBLE COUPLINGS: Fluid and gas piping has flexible couplings. (Commentary: Sec. A.7.13.2. Tier 2: Sec. 13.7.3 and 13.7.5)
- C NC N/A U LS-not required; PR-H. FLUID AND GAS PIPING: Fluid and gas piping is anchored and braced to the structure to limit spills or leaks. (Commentary: Sec. A.7.13.4. Tier 2: Sec. 13.7.3 and 13.7.5)
- C NC N/A U LS-not required; PR-H. C-CLAMPS: One-sided C-clamps that support piping larger than 2.5 in. in diameter are restrained. (Commentary: Sec. A.7.13.5. Tier 2: Sec. 13.7.3 and 13.7.5)
- C NC N/A U LS-not required; PR-H. PIPING CROSSING SEISMIC JOINTS: Piping that crosses seismic joints or isolation planes or is connected to independent structures has couplings or other details to accommodate the relative seismic displacements. (Commentary: Sec. A.7.13.6. Tier 2: Sec. 13.7.3 and Sec. 13.7.5)

Ducts

- C NC N/A U LS-not required; PR-H. DUCT BRACING: Rectangular ductwork larger than 6 ft² in cross-sectional area and round ducts larger than 28 in. in diameter are braced. The maximum spacing of transverse bracing does not exceed 30 ft. The maximum spacing of longitudinal bracing does not exceed 60 ft. (Commentary: Sec. A.7.14.2. Tier 2: Sec. 13.7.6)
- C NC N/A U LS-not required; PR-H. DUCT SUPPORT: Ducts are not supported by piping or electrical conduit. (Commentary: Sec. A.7.14.3. Tier 2: Sec. 13.7.6)
- C NC N/A U LS-not required; PR-H. DUCTS CROSSING SEISMIC JOINTS: Ducts that cross seismic joints or isolation planes or are connected to independent structures have couplings or other details to accommodate the relative seismic displacements. (Commentary: Sec. A.7.14.5. Tier 2: Sec. 13.7.6)

Elevators

- C NC N/A U LS-H; PR-H. RETAINER GUARDS: Sheaves and drums have cable retainer guards. (Commentary: Sec. A.7.16.1. Tier 2: 13.8.6)
- C NC N/A U LS-H; PR-H. RETAINER PLATE: A retainer plate is present at the top and bottom of both car and counterweight. (Commentary: Sec. A.7.16.2. Tier 2: 13.8.6)
- C NC N/A U LS-not required; PR-H. ELEVATOR EQUIPMENT: Equipment, piping, and other components that are part of the elevator system are anchored. (Commentary: Sec. A.7.16.3. Tier 2: 13.8.6)
- C NC N/A U LS-not required; PR-H. SEISMIC SWITCH: Elevators capable of operating at speeds of 150 ft/min or faster are equipped with seismic switches that meet the requirements of ASME A17.1 or have trigger levels set to 20% of the acceleration of gravity at the base of the structure and 50% of the acceleration of gravity in other locations. (Commentary: Sec. A.7.16.4. Tier 2: 13.8.6)

- C NC N/A U LS-not required; PR-H. SHAFT WALLS: Elevator shaft walls are anchored and reinforced to prevent toppling into the shaft during strong shaking. (Commentary: Sec. A.7.16.5. Tier 2: 13.8.6)
- C NC N/A U LS-not required; PR-H. COUNTERWEIGHT RAILS: All counterweight rails and divider beams are sized in accordance with ASME A17.1. (Commentary: Sec. A.7.16.6. Tier 2: 13.8.6)
- C NC N/A U LS-not required; PR-H. BRACKETS: The brackets that tie the car rails and the counterweight rail to the structure are sized in accordance with ASME A17.1. (Commentary: Sec. A.7.16.7. Tier 2: 13.8.6)
- C NC N/A U LS-not required; PR-H. SPREADER BRACKET: Spreader brackets are not used to resist seismic forces. (Commentary: Sec. A.7.16.8. Tier 2: 13.8.6)
- C NC N/A U LS-not required; PR-H. GO-SLOW ELEVATORS: The building has a go-slow elevator system. (Commentary: Sec. A.7.16.9. Tier 2: 13.8.6)

USGS Design Maps Summary Report

User-Specified Input

Report Title Forest Grove Police - Existing Facility
 Mon March 23, 2015 21:29:13 UTC

Building Code Reference Document ASCE 41-13 Retrofit Standard, BSE-1E
 (which utilizes USGS hazard data available in 2008)

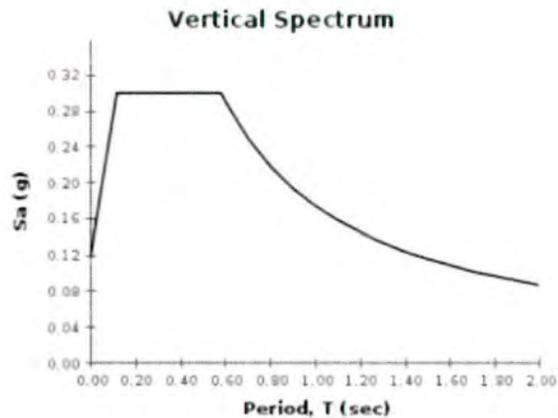
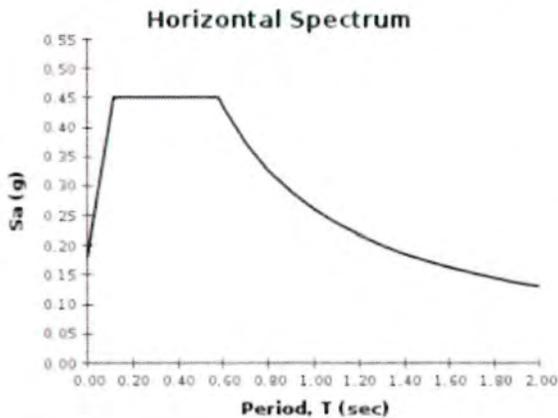
Site Coordinates 45.51942°N, 123.10998°W

Site Soil Classification Site Class D – "Stiff Soil"



USGS-Provided Output

$S_{S,20/50}$	0.287 g	$S_{XS,BSE-1E}$	0.451 g
$S_{1,20/50}$	0.111 g	$S_{X1,BSE-1E}$	0.261 g



Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

<http://ehp3-earthquake.wr.usgs.gov/designmaps/us/summary.php?template=minimal&...> 1/5/2015

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RESOLUTION NO. 2015-58



**RESOLUTION AUTHORIZING THE MAYOR
TO DECLARE THE CITY OF FOREST GROVE
A PURPLE HEART CITY**

WHEREAS, The City of Forest Grove, Oregon, has supported its military veteran population for over 143 years; and

WHEREAS, The Purple Heart is the oldest military decoration in present use and was initially created as a Badge of Military Merit by General George Washington in 1782; and

WHEREAS, The Purple Heart was the first American service award for decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy on the United States of America; and

WHEREAS, The mission of the Military Order of the Purple Heart is to foster as an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly, to make sure we never forget; and

WHEREAS, Forest Grove community has a large, highly decorated veteran population, including many Purple Heart recipients; and

WHEREAS, Forest Grove joins other cities in the State of Oregon as Purple Heart Cities; and

WHEREAS, Forest Grove appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believes it is important that we acknowledge them for their courage and show them the honor and support they have earned.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council of the City of Forest Grove, Oregon, hereby authorizes the Mayor to declare Forest Grove a **PURPLE HEART CITY**.

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 10th day of August, 2015.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 10th day of August, 2015.

Peter B. Truax, Mayor

PROCLAMATION

CITY OF FOREST GROVE ~ A PURPLE HEART CITY "PURPLE HEART DAY ~ AUGUST 7, 2015"

WHEREAS, The City of Forest Grove, Oregon, has supported its military veteran population for over 143 years; and

WHEREAS, The Purple Heart is the oldest military decoration in present use and was initially created as a Badge of Military Merit by General George Washington in 1782; and

WHEREAS, The Purple Heart was the first American service award for decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy on the United States of America; and

WHEREAS, The mission of the Military Order of the Purple Heart is to foster as an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly, to make sure we never forget; and

WHEREAS, Forest Grove community has a large, highly decorated veteran population, including many Purple Heart recipients; and

WHEREAS, Forest Grove joins other cities in the State of Oregon as Purple Heart Cities; and

WHEREAS, Forest Grove appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believes it is important that we acknowledge them for their courage and show them the honor and support they have earned.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM THE CITY OF FOREST GROVE, OREGON, A PURPLE HEART CITY, AND AUGUST 7, 2015, AS

PURPLE HEART DAY

In Forest Grove, Oregon, and encourages all residents and businesses to show their appreciation for the sacrifices Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.



city of
forest
grove

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Forest Grove, Oregon, to be affixed this 10th day of August, 2015.

**Peter B. Truax, Mayor
Forest Grove City Council**

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JUNE 22, 2015 – 7:00 P.M.
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Minutes are unofficial until approved by Council.

1. ROLL CALL:

Mayor Peter Truax called the regular City Council meeting to order at 7:02 p.m. and led the Pledge of Allegiance. **ROLL CALL: COUNCIL PRESENT:** Thomas Johnston, Council President; Richard Kidd; Victoria Lowe; Ronald Thompson; Malynda Wenzl; Elena Uhing; and Mayor Peter Truax. **STAFF PRESENT:** Thomas Gamble, City Manager Pro Tem; Paul Downey, Administrative Services Director; Rob Foster, Public Works Director; Jon Holan, Community Development Director; and Bev Maughan, Executive Assistant to City Manager. **STAFF ABSENT:** Anna Ruggles, City Recorder, excused.

2. CITIZEN COMMUNICATIONS:

William Bliss, Forest Grove, addressed Council asking if any Forest Grove elected officials were planning to attend the American City County Exchange (ACCE) Conference in San Diego, CA. Bliss reported the mission of ACCE is to bring together local elected officials and private sector members to develop public policy that promotes accountability, transparency, efficiency, and effectiveness rooted in limited government and free market principles, to which Mayor Truax advised that no Forest Grove elected officials were attending, noting this conference is not on Council's radar this budget year.

Susan and Tom Robinson, Forest Grove, addressed Council asking if the City would consider accepting a donation in the form of "Anna and Abby's Yard" to be placed in Rogers Park, noting over \$100,000 has been fundraised by the family and community to engineer a playground that would acknowledge and emphasize the thing their daughters loved doing most: playing outdoors (Anna and Abby were struck by a vehicle and both died in 2013). Gamble reported the City's Park Master Plan calls for new restroom facilities in Rogers Park, noting he believes the location will be widely supported by the community and Anna and Abby's Yard would replace the aging play equipment in Rogers Park. Gamble added the Parks and Recreation Commission (P&R) will consider formal acceptance of the donation at their next meeting and will forward a recommendation to Council for consideration, to which Council collectively concurred accepting the donation through the P&R's recommendation.

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3. **CONSENT AGENDA:** Items under the Consent Agenda are considered routine and will be adopted with a single motion, without separate discussion. Council members who wish to remove an item from the Consent Agenda may do so prior to the motion to approve the item(s). Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the Consent Agenda item(s).

- A. Approve City Council and Urban Renewal Agency Board Executive Session (Real Property) Meeting Minutes of June 8, 2015.
- B. Approve City Council Joint Work Session with Sustainability Commission (Endorsements and Proposed Code Amendments Prohibiting Plastic Bags) Meeting Minutes of June 8, 2015.
- C. Approve City Council Regular Meeting Minutes of June 8, 2015.
- D. Accept Economic Development Commission Meeting Minutes of March 5, April 2 and May 7, 2015.
- E. Accept Library Commission Meeting Minutes of May 12, 2015.
- F. Accept Public Safety Advisory Commission Meeting Minutes of April 22, 2015.
- G. Accept Resignation on Sustainability Commission (Hailey Jongeward, Pacific University Student, Term Expiring December 31, 2015).
- H. Community Development Department Monthly Building Activity Report for May 2015.
- I. **RESOLUTION NO. 2015-41 MAKING APPOINTMENT TO THE BUDGET COMMITTEE (APPOINTING DAVID ANDERSEN, TERM EXPIRING DECEMBER 31, 2016).**

MOTION: Councilor Wenzl moved, seconded by Councilor Kidd, to approve the Consent Agenda as presented. **MOTION CARRIED 7-0 by voice vote.**

4. **ADDITIONS/DELETIONS:** None.
5. **PRESENTATIONS:**
5. A. **Metro Quarterly Exchange Update:**
Kathryn Harrington, Metro Councilor District 4, presented a PowerPoint

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presentation highlighting District 4 Quarterly Exchange Report. Harrington reported on Metro's Parks and Natural Areas; Corridor Planning Work; Solid Waste Roadmap; MTIP RFFA (project in Forest Grove funding with Regional Flexible Funds through grant program); Urban Growth Management; Willamette Falls, Oregon Zoo; and Portland'5 and Expo.

5. B. Support for Safe Routes to School:

LeeAnne Fergason, Bicycle Transportation Alliance, presented a PowerPoint presentation highlighting the problem, solution and opportunity for safe routes to school for every kid, noting the barriers are lack of funding for staff to teach and encourage; lack of funding for education equipment like bicycles and storage; and lack of funding to make streets safe around schools. In conclusion of the above-noted presentation, Council took action on Item 6, Resolution No. 2015-42 as noted below.

6. RESOLUTION NO. 2015-42 REQUESTING SUPPORT FOR SAFE ROUTES TO SCHOOLS FROM THE FOREST GROVE CITY COUNCIL

Staff Report:

Holan and Foster presented the above-proposed resolution for Council consideration, noting the proposed resolution is requesting the Metro Regional Government establish a policy direction for the 2019-2020 Metropolitan Transportation Improvement Program that creates a regional Safe Routes to School Program with a competitive grant application process to fund safety projects and programs that encourage walking, biking and transit use to get to K-12 schools throughout the metro region. In conclusion of the above-noted staff report, Holan and Foster reported other cities in the metro region have adopted similar resolutions in support of a new funding to continue Safe Routes to School Programs.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-42.

Gamble read Resolution No. 2015-42 by title.

MOTION: Council President Johnston moved, seconded by Council Wenzl, to adopt Resolution No. 2015-42 Requesting Support for Safe Routes to Schools from the Forest Grove City Council.

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Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

VOICE VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0 by voice vote.

7. **CONTINUE PUBLIC HEARING FROM COUNCIL MEETING OF JUNE 8, 2015: SECOND READING OF ORDINANCE NO. 2015-06 AMENDING FOREST GROVE COMPREHENSIVE PLAN MAP AND REZONING CERTAIN TRACTS OF LAND EAST OF RICHEY ROAD AND SOUTH OF PACIFIC AVENUE. APPLICANT: CITY OF FOREST GROVE. FILE NOS. CPA-15-00290/ZNC-15-00291**

The first reading of Ordinance No. 2015-06 by title occurred at the Council meeting of June 8, 2015.

Staff Report:

Holan presented the above-proposed ordinance for second reading, noting staff had nothing further to report.

Public Hearing Continued:

Mayor Truax continued the Public Hearing from the meeting of June 8, 2015, and explained hearing procedures.

Written Testimony Received:

No written testimony was received prior to the published deadline of June 8, 2015, 7:00 p.m.

Proponents:

No one testified and no written comments were received.

Opponents:

No one testified and no written comments were received.

Others:

No one testified and no written comments were received.

Public Hearing Closed:

Mayor Truax closed the Public Hearing

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Gamble read Ordinance No. 2015-06 by title for second reading.

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the motion made at the meeting of June 8, 2015.

ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

8. PUBLIC HEARING AND RESOLUTION NO. 2015-43 ADOPTING BUDGET FOR FISCAL YEAR COMMENCING JULY 1, 2015, AND ENDING JUNE 30, 2016

Staff Report:

Downey presented the above-proposed resolution for Council consideration, noting the Budget Committee approved at its May 28, 2015, meeting a proposed budget of \$95,657,918 for Fiscal Year commencing July 1, 2015, and ending June 30, 2016. Downey reported staff is proposing a decrease of \$95,695 to the proposed budget as outlined in the staff report. In conclusion of the above-noted staff report, Downey advised staff is recommending approval of the proposed budget in the amount of \$95,562,223 for Fiscal Year 2015-16.

Before proceeding with Public Hearing and Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-43.

Gamble read Resolution No. 2015-43 by title.

MOTION: Council President Johnston moved, seconded by Council Thompson, to approve Resolution No. 2015-43 Adopting Budget for Fiscal Year Commencing July 1, 2015, and Ending June 30, 2016, in the amount of \$95,562,223.

MOTION TO AMEND: Council President Johnston moved, seconded by Council Uhing, to remove the Program Coordinator position from the proposed budget.

Council President Johnston voiced concern of the long-term budgetary impacts of funding the new Program Coordinator position, noting he

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would rather support funding for public safety and emphasized that no other board, committee or commission has a full-time staff assistant, to which Downey, Cress and Holan explained the new Program Coordinator position will be shared with Light and Power (60 percent funding), Community Development and Engineering (partially funding) and will perform research, marketing and public information duties, in addition to technical report writing for implementing the Sustainability Commission's Sustainability Action Plan, the position will also assist in support of commercial/industrial energy and water conservation programs and complete tasks started by the Hatfield internship student.

After hearing discussion from the Council, Mayor Truax asked for a roll call vote on the above motion to amend.

ROLL CALL VOTE MOTION TO AMEND: AYES: Council President Johnston. NOES: Councilors Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. MOTION FAILED 1-6.

Conflict of Interest Disclosure:

Council President Johnston disclosed his wife is the Executive Director of the Forest Grove Senior and Community Center and recused himself from participating in discussion and voting on matters directly relating to the Senior Center. Mayor Truax excused Council President Johnston from the dais and Johnston exited the room.

Uhing read her statement into the record titled "Forest Grove Policy and Procedures for Nonprofits (nonprofits seeking budgetary line item status)", noting she is not seeking a motion to amend the budget line item for \$35,000 for the Senior Center; however, she is asking Council to look into implementing policies/procedures that are open, transparent and in fairness to all nonprofits in the community who are seeking funding from the City before the next budget year cycle.

After hearing discussion from the Council, Mayor Truax asked for a separate motion as noted below.

SEPARATE MOTION: Councilor Lowe moved, seconded by Councilor Uhing, to adopt Budget Line Item 520560 (\$35,000) for the Forest Grove Senior and Community Center for Fiscal Year Commencing July 1, 2015, and Ending June 30, 2016.

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Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. ABSENT: Council President Johnston. MOTION CARRIED 6-0.

Council President Johnston returned to the dais.

Hearing no additional motions or Council discussion, Mayor Truax proceeded with motion to adopt Resolution No. 2015-43 as presented.

Gamble re-read Resolution No. 2015-43 by title.

MOTION: Councilor Kidd moved, seconded by Councilor Lowe, to approve Resolution No. 2015-43 Adopting Budget for Fiscal Year Commencing July 1, 2015, and Ending June 30, 2016, in the amount of \$95,562,223.

Public Hearing Opened:

Mayor Truax opened the Public Hearing and explained hearing procedures.

Written Testimony Received:

No written testimony was received prior to the published deadline of June 22, 2015, 7:00 p.m.

Proponents:

No one testified and no written comments were received.

Opponents:

No one testified and no written comments were received.

Others:

No one testified and no written comments were received.

Public Hearing Closed:

Mayor Truax closed the Public Hearing.

Mayor Truax asked for a roll call vote on the above motion to adopt Resolution No. 2015-43.

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ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

9. **RESOLUTION NO. 2015-44 MAKING APPROPRIATIONS FOR THE CITY OF FOREST GROVE, WASHINGTON COUNTY, OREGON, FOR THE FISCAL YEAR COMMENCING JULY 1, 2015, AND ENDING JUNE 30, 2016**

Staff Report:

Downey presented the above-proposed resolution making the necessary appropriations for Fiscal Year commencing July 1, 2015, and ending June 30, 2016, as outlined in the staff report and as proposed in the resolution.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-44.

Gamble read Resolution No. 2015-44 by title.

MOTION: Councilor Kidd moved, seconded by Councilor Lowe, to adopt Resolution No. 2015-44 Making Appropriations for the City of Forest Grove, Washington County, Oregon, for the Fiscal Year Commencing July 1, 2015, and Ending June 30, 2016.

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

10. **RESOLUTION NO. 2015-45 LEVYING AND CATEGORIZING TAXES FOR FISCAL YEAR COMMENCING JULY 1, 2015, AND ENDING JUNE 30, 2016**

Staff Report:

Downey presented the above-proposed resolution levying and categorizing taxes imposed at the rate of \$5.554 per \$1,000 of assessed value for Fiscal Year commencing July 1, 2015, and ending June 30,

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2016, as outlined in the staff report and as proposed in the resolution. In conclusion of the above-noted staff report, Downey advised the proposed resolution includes three taxes the City levies as follows: 1) The General Fund – Permanent Rate of \$3.9554; 2) The City's Five-Year Local Option Levy of \$1.6000; and 3) The City's property tax levy of \$490,605 to pay the debt service on its General Obligation Debt.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-45.

Gamble read Resolution No. 2015-45 by title.

MOTION: Council President Johnston moved, seconded by Councilor Wenzl, to adopt Resolution No. 2015-45 Levying and Categorizing Taxes for Fiscal Year Commencing July 1, 2015, and Ending June 30, 2016.

Council Discussion:

Hearing no further discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

11. RESOLUTION NO. 2015-46 ADOPTING FISCAL YEARS 2015-20 CAPITAL IMPROVEMENTS PROGRAM

Staff Report:

Downey presented the above-proposed resolution adopting the Fiscal Years 2015-20 Capital Improvements Program (CIP), noting the CIP forms the basis for planning capital projects over a five-year period and aids in setting system development charges (SDC) for the City. In conclusion of the above-noted staff report, Downey advised the projects to be accomplished for Fiscal Year 2015-16 are identified in the appropriate funds in the adopted budget, noting projects funded by SDC must be listed in the CIP in order for SDC funds to be expended on those projects.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-46.

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Gamble read Resolution No. 2015-46 by title.

MOTION: Council President Johnston moved, seconded by Councilor Uhing, to approve Resolution No. 2015-46 Adopting Fiscal Years 2015-20 Capital Improvements Program.

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

12. PUBLIC HEARING AND RESOLUTION NO. 2015-47 DECLARING CITY'S ELECTION TO RECEIVE STATE REVENUES

Staff Report:

Downey presented the above-proposed resolution declaring the City's intent to receive State Revenue Sharing for Fiscal Year 2015-16 as outlined in the staff report and as proposed in the resolution. In conclusion of the above-noted staff report, Downey advised the City is projected to receive \$356,939 in Alcohol Tax Revenue; \$26,577 in Cigarette Tax Revenue; and \$249,857 in State Revenue Sharing, noting for budgetary purposes, Alcohol Tax is allocated to the Police Department; Cigarette Tax is allocated to the Fire Department; and State Shared Revenue goes into the General Fund Discretionary Revenue.

Before proceeding with the Public Hearing and Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-47.

Gamble read Resolution No. 2015-47 by title.

MOTION: Councilor Wenzl moved, seconded by Councilor Kidd, to adopt Resolution No. 2015-47 Declaring City's Election to Receive State Revenues.

Public Hearing Opened:

Mayor Truax opened the Public Hearing and explained hearing procedures.

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Written Testimony Received:

No written testimony was received prior to the published deadline of June 22, 2015, 7:00 p.m.

Proponents:

No one testified and no written comments were received.

Opponents:

No one testified and no written comments were received.

Others:

No one testified and no written comments were received.

Public Hearing Closed:

Mayor Truax closed the Public Hearing

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

13. PUBLIC HEARING AND RESOLUTION NO. 2015-48 CERTIFYING SERVICES PROVIDED BY THE CITY OF FOREST GROVE

Staff Report:

Downey presented the above-proposed resolution certifying services provided by the City for Fiscal Year 2015-16 as outlined in the staff report and as proposed in the resolution. In conclusion of the above-staff report, Downey advised the City is required to certify the services provided by the City in order to receive State Shared Revenue.

Before proceeding with the Public Hearing and Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-48.

Gamble read Resolution No. 2015-48 by title.

MOTION: Council President Johnston moved, seconded by

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Councilor Thompson, to adopt Resolution No. 2015-48 Certifying Services Provided by the City of Forest Grove.

Public Hearing Opened:

Mayor Truax opened the Public Hearing and explained hearing procedures.

Written Testimony Received:

No written testimony was received prior to the published deadline of June 22, 2015, 7:00 p.m.

Proponents:

No one testified and no written comments were received.

Opponents:

No one testified and no written comments were received.

Others:

No one testified and no written comments were received.

Public Hearing Closed:

Mayor Truax closed the Public Hearing

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

14. PUBLIC HEARING AND RESOLUTION NO. 2015-49 ADOPTING CAPITAL IMPROVEMENTS PROGRAM EXCISE TAX AND REPEALING RESOLUTION NO. 2014-55

Staff Report:

Downey presented the above-proposed resolution imposing the Capital Improvements Program (CIP) Excise Tax for the purpose of funding public safety and general government programs within the CIP for Fiscal Year 2015-16. Downey reported the City expects to collect approximately \$330,000 in revenue from the CIP Excise Tax in Fiscal

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Year 2015-16 based on current fee levels. Downey advised staff is not proposing increasing the monthly CIP fees on each electric meter for Fiscal Year 2015-16, noting the fees will remain as follows: 1) Residential, \$3.00; 2) Commercial – Single Phase, \$7.50; and 3) All others, \$15.00. Downey explained 90 percent of fees collected will be used to fund public safety capital needs, particularly police and fire vehicle replacements, and 10 percent will be used to fund General Government Programs. In conclusion of the above-noted staff report, Downey advised the CIP Excise Tax is accounted for in a separate fund to ensure the tax proceeds are spent as required by the resolution.

Before proceeding with the Public Hearing and Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-49.

Gamble read Resolution No. 2015-49 by title.

MOTION: Councilor Uhing moved, seconded by Council Wenzl, to approve Resolution No. 2015-49 Adopting Capital Improvements Program Excise Tax and Repealing Resolution No. 2014-55.

Public Hearing Opened:

Mayor Truax opened the Public Hearing and explained hearing procedures.

Written Testimony Received:

No written testimony was received prior to the published deadline of June 22, 2015, 7:00 p.m.

Proponents:

No one testified and no written comments were received.

Opponents:

No one testified and no written comments were received.

Others:

No one testified and no written comments were received.

Public Hearing Closed:

Mayor Truax closed the Public Hearing.

Council Discussion:

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Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

15. RESOLUTION NO. 2015-50 TRANSFERRING APPROPRIATIONS WITHIN VARIOUS FUNDS FOR FISCAL YEAR 2014-15

Staff Report:

Downey presented the above-proposed resolution transferring various appropriated amounts for Fiscal Year 2014-15 as outlined in the staff report and as proposed in the resolution.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-50.

Gamble read Resolution No. 2015-50 by title.

MOTION: Councilor Uhing moved, seconded by Councilor Wenzl, to adopt Resolution No. 2015-50 Transferring Appropriations within Various Funds for Fiscal Year 2014-15.

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

16. PUBLIC HEARING AND RESOLUTION NO. 2015-51 INCREASING SANITARY SEWER RATES FOR THE CITY OF FOREST GROVE, EFFECTIVE JULY 1, 2015, AND REPEALING RESOLUTION NO. 2014-58

Staff Report:

Foster and Downey presented the above-proposed resolution increasing the City's sanitary sewer rates by three percent (3%), effective July 1, 2015, noting the sewer rate increase is necessary in

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order to cover increasing costs of regulations, labor, chemicals, and utilities.

The City's monthly surcharge will increase from \$3.81 to \$3.92 per Equivalent Dwelling Unit (EDU) above the sewer rates established by Clean Water Services (CWS). CWS is increasing its sanitary sewer rates by three percent (3%) from \$39.61 to \$40.79 for a typical residential consumption of 8ccf (refer to Agenda Item 17).

Before proceeding with Public Hearing and Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-51.

Gamble read Resolution No. 2015-51 by title.

MOTION: Councilor Lowe moved, seconded by Councilor Kidd, to adopt Resolution No. 2015-51 Increasing Sanitary Sewer Rates for the City of Forest Grove, Effective July 1, 2015, and Repealing Resolution No. 2014-58.

Public Hearing Opened:

Mayor Truax opened the Public Hearing and explained hearing procedures.

Written Testimony Received:

No written testimony was received prior to the published deadline of June 22, 2015, 7:00 p.m.

Proponents:

No one testified and no written comments were received.

Opponents:

No one testified and no written comments were received.

Others:

No one testified and no written comments were received.

Public Hearing Closed:

Mayor Truax closed the Public Hearing.

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

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ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

17. RESOLUTION NO. 2015-52 ESTABLISHING CERTAIN CLEAN WATER SERVICES UTILITY RATES AND CHARGES FOR THE CITY OF FOREST GROVE, EFFECTIVE JULY 1, 2015, AND REPEALING RESOLUTION NO. 2014-60

Staff Report:

Foster and Downey presented the above-proposed resolution authorizing the City to collect sanitary sewer rates, Sewer System Development Charges (SDC), and Surface Water Management (SWM) rates pursuant to the Intergovernmental Agreement with Clean Water Services (CWS). The CWS' Board of Directors approved increasing its sanitary sewer rates by three percent (3%) from \$39.61 to \$40.79 for a typical residential consumption of 8ccf and increasing its SWM rates by \$0.50 per EDU from \$6.75 to \$7.25. The City is not proposing increasing its monthly SWM surcharge for Fiscal Year 2015-16, which is currently \$1.00 per EDU above the SWM rates established by CWS, resulting in a combined monthly SWM rate of \$8.25 per EDU. In addition, CWS approved increasing its Sewer System Development Charges (SDC) by \$200 from \$4,900 to \$5,100 per EDU. The City retains 20 percent (20%) of the SDC revenue. In conclusion of the above-noted staff report, Downey advised that CWS has held public hearings on June 16, 2015, notifying customers of the above-noted rate increases.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-52.

Gamble read Resolution No. 2015-52 by title.

MOTION: Councilor Kidd moved, seconded by Councilor Wenzl, to adopt Resolution No. 2015-52 Establishing Certain Clean Water Services Utility Rates and Charges (Sanitary Sewer, Surface Water Management, and Sewer System Development Charges) for the City of Forest Grove, Effective July 1, 2015, and Repealing Resolution No. 2014-60.

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Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None. MOTION CARRIED 7-0.

18. RESOLUTION NO. 2015-53 OF THE CITY OF FOREST GROVE, OREGON, AUTHORIZING FINANCING OF ELECTRICAL SYSTEM EQUIPMENT AND IMPROVEMENTS

Staff Report:

Cress and Downey presented the above-proposed resolution authorizing the issuance of debt in the amount of \$4,000,000 to finance capital improvements to the electric system, including purchasing and installing three transformers and improvements and upgrades to the substations. Downey reported the City has already incurred expenses so the debt will reimburse the Light and Power Department for expenses incurred, in addition to expenses to be incurred, noting Council adopted Resolution No. 2014-67 on August 11, 2014, allowing the City to reimburse itself for expenses incurred for the projects prior to issuance of the debt. In conclusion of the above-noted staff report, Downey advised the City's bond counsel prepared the proposed resolution, with a maximum principal amount of obligations of \$4,000,000, to give the City flexibility until the debt amount is finalized, noting staff has been revising the estimated costs of the projects and will prepare one more estimate before the debt is issued so the debt issued can be kept to a minimum.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-53.

Gamble read Resolution No. 2015-53 by title.

MOTION: Councilor Uhing moved, seconded by Councilor Kidd, to adopt Resolution No. 2015-53 of the City of Forest Grove, Oregon, Authorizing Financing of Electric System Equipment and Improvements (\$4,000,000).

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call

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vote on the above motion.

**ROLL CALL VOTE: AYES: Councilors Johnston, Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Truax. NOES: None.
MOTION CARRIED 7-0.**

19. CITY MANAGER'S REPORT:

Gamble reported on upcoming events as noted in the Council calendar and reported on other various upcoming local meetings and community-wide events as noted in the City Manager Pro Tem's Report. Gamble commended staff and department directors for their hard work, noting a lot of work goes into preparing the budget and budget documents.

Gamble gave an update on University Avenue improvements. In addition, Gamble distributed a copy of the City Manager Pro Tem's written report, which outlined various attended meetings and updates on various City department-related activities, projects, and upcoming city-wide events.

20. COUNCIL COMMUNICATIONS:

Council President Johnston reported attending the Parks and Recreation Commission meeting. In addition, Johnston reported on other matters of interest and upcoming meetings he was planning to attend.

Kidd reported the Historic Landmarks Board did not meet this month. In addition, Kidd reported on matters of interest, and upcoming meetings he was planning to attend.

Lowe reported on water-related matters of interest, upcoming community events and upcoming meetings she was planning to attend.

Thompson reported the Community Forestry Commission met; however, a quorum was not present. In addition, Thompson reported on Ride Connection and GroveLink-related matters of interest and upcoming meetings he was planning to attend.

Uhing reported on matters of interest and upcoming meetings she was planning to attend.

Wenzl reported on matters of interest, upcoming community events, and upcoming meetings she was planning to attend.

Mayor Truax announced dates of various upcoming activities and

**FOREST GROVE CITY COUNCIL REGULAR MEETING
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meetings as noted in the Council Calendar. Mayor Truax reported he would like to propose declaring Forest Grove as a Purple Heart City, noting other cities in the region have adopted similar resolutions. Mayor Truax noted the Purple Heart is the oldest military decoration in present use and was initially created as a Badge of Military Merit by General George Washington in 1782. In addition, Mayor Truax reported on various local, regional, Metro, and Washington County meetings he attended and matters of interest and reported on upcoming meetings and community-related events he was planning to attend.

21. ADJOURNMENT:

Mayor Truax adjourned the meeting at 9:56 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

**FOREST GROVE CITY COUNCIL WORK SESSION
(EMPLOYEE HANDBOOK)
JULY 13, 2015 – 5:30 P.M.
COMMUNITY AUDITORIUM – CONFERENCE ROOM
PAGE 1**

Minutes are unofficial until approved by Council.

1. ROLL CALL:

Mayor Peter Truax called the Work Session to order at 5:32 p.m. **ROLL CALL:**
COUNCIL PRESENT: Richard Kidd; Victoria Lowe; Ronald Thompson; Malynda Wenzl; Elena Uhing; and Mayor Peter Truax. **COUNCIL ABSENT:** Thomas Johnston, Council President, excused. **STAFF PRESENT:** Paul Downey, Administrative Services Director; Brenda Camilli, Human Resources Manager; and Anna Ruggles, City Recorder. **STAFF ABSENT:** Thomas Gamble, City Manager Pro Tem, excused.

2. WORK SESSION: EMPLOYEE HANDBOOK

Camilli and Downey facilitated the work session, noting the purpose of the work session was to review and discuss the proposed policy modifications to update the Employee Handbook, which was adopted in 2006 and was last revised in 2010. Camilli gave a summary of the proposed Employee Handbook revisions as follows:

Legislative or Regulatory Changes:

5.9 – Employee Health and Safety

- Revised City’s smoking/tobacco use policy in accordance with Council resolution.
- Revised terminology regarding hazardous chemical information in accordance with OSHA’s regulatory changes.

8.2 – Health Insurance

- Added provision for health insurance benefit eligibility for non-regular employees who average 30 or more hours of work per week as mandated by the Affordable Care Act.

9.4 – Leaves of Absence Policy

- Added Veterans Day Leave as type of leave of absence.

9.7 – Family and Medical Leave

- Added Bereavement Leave under OFLA.
- Revised list of covered individuals and provided definition and clarification of serious illness.
- Revised Qualifying Exigency Leave in accordance with FMLA regulations.

9.14 – Veterans Day

- Added leave allows requesting Veterans Day off in accordance with ORS.

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Other Revisions:

2.2 – Employment Relationship

- Added Human Resources Manager to list of at-will positions.

2.4 – Organization Hours (Overtime)

- Clarifies policy on non-exempt employees' off-duty use of electronic devices for work-related reasons.

3.1 – Recruitment and Section

- Revised to reflect current pre-employment screening practices.

4.3 – Pay Administration

- Added language referencing partial day absences for exempt employees.

5.2 – Ethics

- Added ethics language to reflect ORS.

5.3 – Communications and Software Systems

- Section renamed to Electronic Systems and entirely rewritten to reflect technological and communication devices/mediums changes.

5.5 – Harassment

- Clarifications only.

5.6 – Substance Abuse

- Revised to reflect current pre-employment screening practices.
- Added drugs and/or medications to list of substances employees must report to supervisor if called into emergency work to determine suitability to report to work.

5.7 – Vehicle Usage and Safety

- Clarifications only.

5.9 – Employee Health and Safety

- Clarifications of Safety Committee's responsibilities and employees safety training.

6.2 – Corrective Action

- Expanded examples of behaviors that could be cause for corrective action.
- Clarified when an employee can request to have prior disciplinary action removed from personnel file.

7.1 – Separation from Employment

- Updated organization property to be returned upon separation from employment.

8.3 – Life Insurance

- Changed standard life insurance coverage maximum from \$75,000 to \$140,000 in accordance with City's collective bargaining agreements.

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(EMPLOYEE HANDBOOK)
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8.4 – Long Term Disability

- Clarification only.

8.5 – Section 125 Plan

- Changes to allow flexibility if necessary due to federal mandates.

8.6 – Retirement Plan

- Revised to include part-time employees' eligibility to participate.

8.7 – Health Reimbursement Arrangement (VEBA)

- Updated language to reflect current situations.

9.1 – Vacation Leave

- Clarified when vacation leave is available to use.
- Decreased the minimum vacation leave employees can use from one hour to quarter hour increments.
- Modified policy prohibiting use of vacation leave to extend length of employment.
- Added requirement for exempt employees to use accrued vacation leave for partial day absences in certain circumstances.

9.2 – Sick Leave

- Clarified when sick leave is available to use.
- Decreased the minimum sick leave employees can use from one hour to quarter hour increments.
- Added language clarifying the time period employees may receive donated leave.
- Added requirement for exempt employees to use accrued sick leave for partial day absences in certain circumstances.

9.3 – Paid Holidays

- Added language that holiday leave may be used in quarter hour increments.

9.5 – Bereavement Leave

- Defined in-laws.
- Added reference to new bereavement leave law.

9.6 – Civic Duty

- Added clarification that an employee must return to complete shift if released early for jury/witness duty.

10.1 – Deferred Compensation

- Added post-tax deferred compensation option.

10.2 – Wellness

- Added reimbursement dollar amount for college courses and parameters for eligibility.

10.6 – Voluntary Supplemental Benefits

- Clarifications only.

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(EMPLOYEE HANDBOOK)
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Acknowledged Form

- Added acknowledgement of DMV monitoring for employees driving on City business.

Council Discussion:

Mayor Truax opened the floor and roundtable discussion ensued pertaining to the proposed policy modifications and updates to the Employee Handbook as noted above. In addition, Camilli and Downey addressed various Council concerns, inquiries, and scenarios posed by Council pertaining to employee drug and alcohol-related call outs, employee credit card reimbursements and earning air miles, to which Camilli indicated she would look into these rules and bring back a proposed resolution for Council consideration at a later date, as required per City Charter, Section 36, which requires Council to adopt personnel rules.

Council took no formal action nor made any formal decisions during the work session.

3. ADJOURNMENT

Mayor Truax adjourned the work session at 6:10 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

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**FOREST GROVE CITY COUNCIL
JOINT WORK SESSION WITH SUSTAINABILITY COMMISSION
(ENDORSEMENTS AND LEVEL OF AUTHORITY)
JULY 13, 2015 – 6:15 PM
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Minutes are unofficial until approved by Council.

1. ROLL CALL:

Mayor Peter Truax called the Joint Work Session to order at 6:18 p.m. **ROLL CALL: COUNCIL PRESENT:** Richard Kidd; Victoria Lowe; Ronald Thompson; Malynda Wenzl; Elena Uhing; and Mayor Peter Truax. **COUNCIL ABSENT:** Thomas Johnston, Council President, excused. **STAFF PRESENT:** Paul Downey, Administrative Services Director; George Cress, Light and Power Director; J. F. Schutz, Police Chief (in the audience); and Anna Ruggles, City Recorder. **STAFF ABSENT:** Thomas Gamble, City Manager Pro Tem, excused. **SUSTAINABILITY COMMISSION MEMBERS PRESENT:** Leslie Lanzar; Robin Lindsley; Edgar Sanchez-Fausto, Student Advisor; and Brian Schimmel, Chair.

2. JOINT WORK SESSION WITH SUSTAINABILITY COMMISSION (ENDORSEMENTS AND LEVEL OF AUTHORITY):

Cress and Schimmel facilitated the work session, noting the purpose of the work session was to continue discussion from the joint work session held on June 8, 2015, pertaining to the Sustainability Commission endorsing other organizations and the level of authority granted to the Commission. Schimmel indicated the Sustainability Commission desires to exercise discretion to form partnerships with stakeholders, take action on the Sustainability Action Plan adopted by the Council, and keep Council informed on the Commission's progress regularly, noting the Commission understands that they may establish partnerships but not consider endorsements and is seeking Council direction on the following:

- Discretion toward implementation of action plans endorsed in the adopted Sustainability Action Plan.
- Discretion to collaborate with local non-profits, service agencies and businesses pertaining to the adopted action plans (i.e., issue letters of support or partnership that demonstrate joint commitment to sustainability).
- Discretion to collaborate with other city boards, committees and commissions (B&C) related to shared responsibilities and goals tied to sustainability (i.e., meet with B&C Chairs to coordinate and/or be a periodic guest at Sustainability Commission meetings).
- Discretion to engage department directors pertaining to action plans that intersect their mission (in concert with staff liaison) (i.e., getting a baseline on what is already happening, future plans and how the Sustainability Commission can assist; and stakeholder alignment on

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recommendations to the Council).

Council Discussion:

Mayor Truax opened the floor and roundtable discussion ensued pertaining to the Sustainability Commission exercising discretion to consider endorsements; forming partnerships with stakeholders; taking actions to implement the strategies outlined in the adopted Sustainability Action Plan; and making recommendations to Council on sustainability-related matters.

Uhing advised she has no problem with the Sustainability Commission collaborating with partnerships, but as a new commission, she is concerned with giving too much leeway, especially discretion to consider endorsements without Council consideration. Uhing informed the Commission that a new Program Coordinator position was implemented in the Light and Power budget this year (partial funded by Community Development), noting this new position will assist liaisons to administer the sustainability program and activities of the Sustainability Commission.

Thompson pointed out the Sustainability Commission identified 16 significant projects in its Community Enhancement Program funding, noting the Sustainability Commission is similar to the Historic Landmarks Board, which makes recommendations through a review and approval/disapproval process. Thompson stated he would reconsider leeway in the future, noting it takes time to build a level of trust between B&C and Council.

Wenzl concurred the Commission should seek formal Council authorization when considering endorsements, noting she would like to see balance and encouraged the Sustainability Commission to continue collaborating with other B&C. Wenzl pointed out that it is awesome that the Sustainability Commission is trying to achieve all its goals.

Kidd concurred the Commission should seek formal Council authorization when considering endorsements, noting he looks forward to recommendations being forwarded to Council for formal consideration, if the Commission feels strongly about any issues. Kidd encouraged any action of the Commission that sets City policy, i.e., plastic bag ban, be forwarded to Council for formal consideration.

Lowe concurred the Commission should seek formal Council authorization when considering endorsements, noting such actions are similar to setting City policies. Lowe shared that as the Council Liaison to the Sustainability

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JOINT WORK SESSION WITH SUSTAINABILITY COMMISSION
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Commission, they are an excellent group of people with tremendous facets, diverse range of expertise, very talented group and multi-functioning Commission. Lowe added the Commission also has a great group of department director liaisons supporting and leading the Commission. Lowe encouraged the Commission to continue working through its staff liaisons for guidance, building trust, and letting the work of the Commission speak for itself.

Mayor Truax advised such actions as endorsements put the City in significant positions, noting it is part of Council's role to establish endorsements as the decision-making body. Mayor Truax added each B&C is advisory to the Council, i.e., Planning Commission makes recommendation to Council and Council makes the final decision. Mayor Truax commented that Council liaisons routinely share information with respective B&C and reports the work and activities of each B&C during each Council meeting, noting the Council is kept well informed about each B&C. In conclusion of the above-noted discussion, Mayor Truax informed the Sustainability Commission to continue carrying concerns through the staff/council liaisons and suggested taking small bites here and there, noting there is no rush in trying to solve everything at once.

Council took no formal action nor made any formal decisions during the work session.

3. ADJOURNMENT

Mayor Truax adjourned the work session at 6:52 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

**FOREST GROVE CITY COUNCIL
JOINT WORK SESSION WITH SUSTAINABILITY COMMISSION
(ENDORSEMENTS AND LEVEL OF AUTHORITY)
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**2. JOINT WORK SESSION WITH SUSTAINABILITY COMMISSION
(ENDORSEMENTS AND LEVEL OF AUTHORITY):**

Cress and Schimmel facilitated the work session, noting the purpose of the work session was to continue discussion from the joint work session held on June 8, 2015, pertaining to the Sustainability Commission endorsing other organizations and the level of authority granted to the Commission. Schimmel indicated the Sustainability Commission desires to exercise discretion to form partnerships with stakeholders, take action on the Sustainability Action Plan adopted by the Council, and keep Council informed on the Commission's progress regularly, noting the Commission understands that they may establish partnerships but not consider endorsements and is seeking Council direction on the following:

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recommendations to the Council).

Council Discussion:

Mayor Truax opened the floor and roundtable discussion ensued pertaining to the Sustainability Commission exercising discretion to consider endorsements; forming partnerships with stakeholders; taking actions to implement the strategies outlined in the adopted Sustainability Action Plan; and making recommendations to Council on sustainability-related matters.

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Thompson pointed out the Sustainability Commission identified 16 significant projects in its Community Enhancement Program funding, noting the Sustainability Commission is similar to the Historic Landmarks Board, which makes recommendations through a review and approval/disapproval process. Thompson stated he would reconsider leeway in the future, noting it takes time to build a level of trust between B&C and Council.

Wenzl concurred the Commission should seek formal Council authorization when considering endorsements, noting she would like to see balance and encouraged the Sustainability Commission to continue collaborating with other B&C. Wenzl pointed out that it is awesome that the Sustainability Commission is trying to achieve all its goals.

Kidd concurred the Commission should seek formal Council authorization when considering endorsements, noting he looks forward to recommendations being forwarded to Council for formal consideration, if the Commission feels strongly about any issues. Kidd encouraged any action of the Commission that sets City policy, i.e., plastic bag ban, be forwarded to Council for formal consideration.

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Commission, they are an excellent group of people with tremendous facets, diverse range of expertise, very talented group and multi-functioning Commission. Lowe added the Commission also has a great group of department director liaisons supporting and leading the Commission. Lowe encouraged the Commission to continue working through its staff liaisons for guidance, building trust, and letting the work of the Commission speak for itself.

Mayor Truax advised such actions as endorsements put the City in significant positions, noting it is part of Council's role to establish endorsements as the decision-making body. Mayor Truax added each B&C is advisory to the Council, i.e., Planning Commission makes recommendation to Council and Council makes the final decision. Mayor Truax commented that Council liaisons routinely share information with respective B&C and reports the work and activities of each B&C during each Council meeting, noting the Council is kept well informed about each B&C. In conclusion of the above-noted discussion, Mayor Truax informed the Sustainability Commission to continue carrying concerns through the staff/council liaisons and suggested taking small bites here and there, noting there is no rush in trying to solve everything at once.

Council took no formal action nor made any formal decisions during the work session.

3. ADJOURNMENT

Mayor Truax adjourned the work session at 6:52 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

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**FOREST GROVE CITY COUNCIL REGULAR MEETING
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Minutes are unofficial until approved by Council.

1. ROLL CALL:

Mayor Peter Truax called the regular City Council meeting to order at 7:02 p.m. and led the Pledge of Allegiance. **ROLL CALL: COUNCIL PRESENT:** Richard Kidd; Victoria Lowe; Ronald Thompson; Malynda Wenzl; Elena Uhing; and Mayor Peter Truax. **COUNCIL ABSENT:** Thomas Johnston, Council President, excused. **STAFF PRESENT:** Paul Downey, Administrative Services Director; Brenda Camilli, Human Resources Manager; George Cress, Light and Power Director (in the audience); J. F. Schutz, Police Chief (in the audience); and Anna Ruggles, City Recorder. **STAFF ABSENT:** Thomas Gamble, City Manager Pro Tem, excused.

1. A. EMPLOYEE RECOGNITION:

Mayor Truax and Camilli presented a Certificate of Appreciation honoring Jacquie Haney, Human Resources Administrative Assistant, for 14 years of dedicated service to the City, noting Haney's last day of employment with the City is July 24, 2015.

1. B. AWARDS OF COMMENDATION:

Police Chief Schutz presented a "Life Saving Award of Commendation" to Police Officers Gary Anderson, Whitney Black, Jeff Fox and Joe Martino, noting the award can be given to any employee who, while serving in any capacity, performs extraordinary life saving measures, whether or not the victim survived.

2. CITIZEN COMMUNICATIONS:

Ralph Rodia, Oregon State Beekeeper Association (OSBA), Salem, addressed Council pertaining to the OSBA's interest in actions and regulations that may affect beekeepers, noting Michael Standing, Forest Grove resident and beekeeper, was notified by the City that he was in violation of Code Section 10.3.120, which prohibits "commercial agricultural uses" and keeping of livestock and poultry, other than domesticated fowl, in residential areas. Rodia stressed that keeping honeybees as a hobby is not a commercial agricultural operation, nor does the Code define honeybees as livestock. Rodia referenced articles relating to urban beekeeping and pointed out that House Bill 2653 is awaiting the Governor's signature, which will require local governments to adopt ordinances consistent with the best practices for beekeeping within

FOREST GROVE CITY COUNCIL REGULAR MEETING
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residential areas. Rodia encouraged the City to withdraw its notice violation and amend City Code to allow beekeeping within residential areas.

Raine Le Ritalto, Master Beekeeper Program, Portland, addressed Council and noted she was the requestor of HB 2653. Ritalto stressed that when HB 2653 is approved, local governments will be mandated to review existing codes to reflect new regulations of allowing beekeeping in residential areas. Ritalto pointed out the City should look at Gresham's Code, as an example, rather than inventing new code language.

Michael Standing, Forest Grove, addressed Council pertaining to the City's notice of violation that he was issued for keeping honeybees. Standing explained he received the complaint from the City because some honeybees were visiting his neighbor's water feature during the extreme hot weather, noting he immediately assessed the issue and worked with his neighbor to educate them about honeybees. Standing stated he feels his neighbors are more comfortable now and the complaint is a non-issue.

Jeff Clark, President of Beekeeper Association, North Plains, addressed Council and pointed out that having small beekeepers in the community is valuable to the neighborhood as well as agriculturally.

In response to the above-noted testimony heard, Uhing voiced concern of requiring Standing to move his bees by August pursuant to the City's notice of violation. In conclusion of the above-noted discussion, Council collectively concurred directing staff to draft an ordinance that works for the City, to which Downey advised he would defer the matter to the Community Development Director to consider amending the Development Code.

3. **CONSENT AGENDA:** Items under the Consent Agenda are considered routine and will be adopted with a single motion, without separate discussion. Council members who wish to remove an item from the Consent Agenda may do so prior to the motion to approve the item(s). Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the Consent Agenda item(s).

- A. Approve City Council Regular Meeting Minutes of June 22, 2015. *(Item was removed)*

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- B. Endorse New Liquor License Application (Limited On-Premises Sales) for Buffet Dynasty, Inc., 2834 Pacific Avenue, Suite E (Applicant: Ying Yun Wei).
- C. Accept Public Arts Commission Meeting Minutes of May 14, 2015.
- D. Accept Community Forestry Commission Meeting Minutes of April 15, 2015.
- E. Community Development Department Monthly Building Activity Report for June 2015.

MOTION: Councilor Wenzl moved, seconded by Councilor Thompson, to approve the Consent Agenda as amended (Item 3. A. was removed). Absent: Council President Johnston. MOTION CARRIED 6-0 by voice vote.

4. ADDITIONS/DELETIONS:

Ruggles removed Item 3. A. from the Consent Agenda as this item was not included in the Council Packet.

Downey announced the Public Hearing on Times Litho Sale Agreement was removed from the printed Council Agenda and was rescheduled to August 10, 2015.

Downey added Item 10, Resolution No. 2015-57 Establishing Compensation for the City Manager Pro Tem as noted below.

5. PRESENTATIONS:

5. A. Washington County Museum:

Mark Harmon, Washington County Museum's new Executive Director, presented a PowerPoint presentation outlining information about the museum's mission, new director's goal, strategies, activities and city celebrations, opportunities and partnerships. In addition, Harmon reported the Washington County Museum Board of Directors recently expanded its membership to allow individuals from the community to serve on the board. In conclusion of the above-noted presentation, Harmon encouraged Council to inform citizens who may have interest in serving on the board.

6. PUBLIC HEARING AND FIRST READING OF ORDINANCE NO. 2015-07 OF THE CITY OF FOREST GROVE GRANTING A NON-EXCLUSIVE

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CABLE TELEVISION FRANCHISE TO COMCAST OF OREGON II, INC.

Staff Report:

Downey presented the above-proposed ordinance for first reading, noting the proposed ordinance is granting a non-exclusive cable television 10-year renewal franchise agreement, between member jurisdictions and Metropolitan Area Communications Commission (MACC), to Comcast of Oregon II, Inc., as outlined in Exhibit A. Downey introduced Larry Hatch and Fred Christ who reported MACC is recommending all 15-member jurisdictions approve the proposed 10-year renewal franchise agreement negotiated with Comcast, noting each member city must approve the franchise agreement for it to become effective. Hatch and Christ referenced a chart comparing the current and proposed renewal franchise, noting the renewal franchise retains the important financial, service and regulatory benefits that member jurisdictions have relied on for the last 17 years of the existing franchise and includes technology updates for Tualatin Valley Community Television's programming, such as high-definition equipment and network services provided by the Public Communication Network; provides five percent franchise fee paid by Comcast, approximately \$6.5 million to member jurisdictions each year; PEG/PCN fee was decreased from \$1/month to \$0.80/month; sets a fine structure for violations for failure by Comcast to meet customer service standards, such as telephone availability, installation and service, billing and customer complaint procedures; and complementary television service will still be provided to public buildings. In conclusion of the above-noted staff report, Hatch and Christ advised once MACC certifies that all 15-member jurisdictions have approved the Comcast renewal franchise, the agreement would be retroactively effective July 1, 2015, through June 30, 2025.

Before proceeding with the Public Hearing and Council discussion, Mayor Truax asked for a motion to adopt Ordinance No. 2015-07 for first reading.

Downey read Ordinance No. 2015-07 by title for first reading.

MOTION: Councilor Kidd moved, seconded by Councilor Wenzl, to adopt Ordinance No. 2015-07 Authorizing the City Manager Pro Tem to Endorse the Cable Television Franchise Agreement between Jurisdictions Participating in the Metropolitan Area Communications Commission (MACC) and Comcast of Oregon II, Inc., retroactively

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effective July 1, 2015, through June 30, 2025 (10-Year Renewal).

Public Hearing Opened:

Mayor Truax opened the Public Hearing and explained hearing procedures.

Written Testimony Received:

No written testimony was received prior to the deadline of July 13, 2015, 7:00 p.m.

Proponents:

No one testified and no written comments were received.

Opponents:

No one testified and no written comments were received.

Others:

No one testified and no written comments were received.

Council Discussion:

In response to Uhing's inquiry pertaining to franchise violations, Hatch indicated the grantor, Comcast, could be fined for failure to comply with any provisions of the franchise agreement as outlined on Pages 37-39 of the franchise agreement.

Mayor Truax spoke about the importance of municipalities collecting franchise fees/privilege tax revenues for use of the public rights-of-way.

Hearing no further discussion from the Council, Mayor Truax recessed the Public Hearing until the next meeting of Monday, August 10, 2015.

Public Hearing Recessed:

Mayor Truax recessed the Public Hearing until the next Council meeting of Monday, August 10, 2015.

7. RESOLUTION NO. 2015-54 APPOINTING CITY MANAGER FOR THE CITY OF FOREST GROVE

Staff Report:

Camilli presented the above-proposed resolution for Council consideration, noting the proposed resolution is appointing Michael

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"Jesse" VanderZanden as the new City Manager, effective August 31, 2015. Camilli reported the Council adopted Resolution No. 2014-90 on December 8, 2014, giving notice of the intent to appoint a new city manager, noting following an advertising effort and personal outreach to local and national governmental management professionals, 30 applications were received by the March 31, 2015, filing deadline. The screening process and interview processes, which included input from a city manager panel, citizen panel, employee panel and department directors' panel, culminated with the Council's decision to select VanderZanden as City Manager. Camilli added the Council adopted Resolution No. 2015-37 on May 26, 2015, declaring intent to appoint VanderZanden as City Manager. In conclusion of the above-noted staff report, Camilli reported resolutions noted below are establishing the Employment Agreement between the City and VanderZanden and setting the City Manager's compensation for Fiscal Year 2015-16.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-54.

MOTION: Councilor Kidd moved, seconded by Councilor Lowe, to adopt Resolution No. 2015-54 Appointing City Manager for the City of Forest Grove (Michael "Jesse" VanderZanden, effective August 31, 2015).

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Peter Truax. NOES: None. ABSENT: Council President Johnston. MOTION CARRIED 6-0.

8. RESOLUTION NO. 2015-55 ESTABLISHING EMPLOYMENT AGREEMENT AND AUTHORIZING MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF FOREST GROVE AND CITY MANAGER

Staff Report:

Camilli presented the above-proposed resolution for Council consideration, noting the proposed resolution is establishing the Employment Agreement between the City and City Manager Michael

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“Jesse” VanderZanden, effective August 31, 2015. Camilli reported the proposed Employment Agreement includes various provisions, including: 1) appointed for an indefinite term with compensation set annually by Council resolution; 2) termination provisions with potential for up to three months of severance pay depending if voluntary or involuntary termination and if cause or no cause; 3) option to provide a monthly vehicle allowance set annually by Council resolution in lieu of a city-provided vehicle; 4) an initial leave bank of 80 hours in both sick leave and vacation; 5) reimbursement of two-thirds of the moving expenses not to exceed \$22,000; and 6) City Manager shall become a resident of Forest Grove within 18 months of employment and shall remain a resident while employed by the City.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-55.

MOTION: Councilor Kidd moved, seconded by Councilor Thompson, to adopt Resolution No. 2015-55 Establishing Employment Agreement and Authorizing Mayor to Execute the Employment Agreement between the City of Forest Grove and City Manager (Michael “Jesse” VanderZanden, effective August 31, 2015).

Council Discussion:

In response to Uhing’s concern pertaining to the residency provision, Camilli referenced City Charter, Section 33, which states the City Manager need not reside in the City at the time of employment, but the City Manager must within six months of employment become a resident of the City and remain a resident while employed as City Manager. Camilli explained the Charter does allow a majority of the Council to modify the contract to extend the time to comply. Uhing voiced concern of establishing an 18-month timeline for the new City Manager to comply with the residency requirement, noting most employees rent until making a final home purchase. Uhing recommended instead establishing a six-month residency requirement with an extension of up to 12 months, noting she does not want to have to renegotiate the contract in six months; however, Uhing stressed she also recognizes the housing inventory and options are greatly down in Forest Grove and concurs that after 18 months, the Council can revisit the contract.

Wenzl voiced concern of establishing an 18-month timeline for the City Manager to comply with the residency requirement, noting 12 months is

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sufficient time to become a resident of the City, whether the City Manager is renting or buying.

Kidd voiced concern of the City Manager's ability to finding suitable housing in Forest Grove and instead recommended establishing a six-month timeline with an extension of up to 18 months.

Thompson voiced concern that even 12 months was not sufficient time to finalize a home purchase, noting an 18-month timeline allows the option of purchasing a lot and building a new home if the City Manager cannot secure suitable housing.

Lowe stressed it is very imperative that the new City Manager be understandably clear and aware that the intent and requirement is to becoming a resident of the City and remaining a resident while employed by the City.

Mayor Truax advised he feels establishing an 18-month timeline for the City Manager to comply with the residency requirement is reasonable considering the ability of securing suitable housing, i.e., housing market in Forest Grove, for the City Manager's family.

Hearing no further discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Peter Truax. NOES: None. ABSENT: Council President Johnston. MOTION CARRIED 6-0.

9. RESOLUTION NO. 2015-56 ESTABLISHING COMPENSATION FOR THE CITY MANAGER FOR FISCAL YEAR 2015-16

Staff Report:

Camilli presented the above-proposed resolution for Council consideration, noting the proposed resolution is establishing compensation for City Manager Michael "Jesse" VanderZanden of \$138,420 annually for Fiscal Year 2015-16 and establishing a vehicle allowance of \$350 per month.

Questions of Staff:

Camilli clarified that Section 9 of the Employment Agreement (Exhibit A)

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reads: Employee may be provided a monthly vehicle allowance in lieu of the City providing the use of a city-owned vehicle for city business purposes. The amount of the vehicle allowance shall be set annually by the City Council as part of the employee's salary resolution. Employee will be able to use a City vehicle to take people within the areas served by all City services for City-related business. If a monthly vehicle allowance is not provided, Employee shall have the use of an automobile provided by City to be used for City-related business only, at City's expense. The automobile must not be used for home-to-work or work-to-home travel for any residence of the Employee located outside of City limits.

Uhing indicated she could not support a vehicle allowance as well as the use of a city-provided vehicle at the City's expenses in good conscience.

In response to Wenzl's inquiry pertaining to other cities, Camilli clarified the majority of the cities surveyed provide one option or the other but not both options concurrently. Downey noted the City Manager's existing vehicle would be replaced with a new vehicle this budget year.

MOTION TO AMEND: Councilor Kidd moved, seconded by Councilor Lowe, to amend Resolution No. 2015-56 by striking out Section 2 of the resolution to read: **Section 2. The City Manager will not receive a car allowance for Fiscal Year 2015-16.**

ROLL CALL VOTE MOTION TO AMEND: AYES: Councilors Kidd, Lowe, Uhing, and Wenzl. NOES: Councilor Thompson and Mayor Truax. ABSENT: Council President Johnston. MOTION CARRIED 4-2.

Mayor Truax asked for a motion to adopt Resolution No. 2015-56 as amended.

MOTION: Councilor Kidd moved, seconded by Councilor Lowe, to adopt Resolution No. 2015-56 Establishing Compensation for the City Manager for Fiscal Year 2015-16 (\$138,420 annually) as amended.

ROLL CALL VOTE: AYES: Councilors Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Peter Truax. NOES: None. ABSENT: Council President Johnston. MOTION CARRIED 6-0.

10. RESOLUTION NO. 2015-57 ESTABLISHING COMPENSATION FOR

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THE CITY MANAGER PRO TEM

Staff Report:

Camilli presented the above-proposed resolution for Council consideration, noting the proposed resolution is establishing compensation for City Manager Pro Tem, from \$10,958 to \$11,275 per month, effective July 1, 2015. Camilli reported cost-of-living compensation adjustments occurred July 1, 2015, and the agreement between the City and City Manager Pro Tem requires a salary increase of five percent more than the highest-paid department director.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2015-57.

MOTION: Councilor Uhing moved, seconded by Councilor Lowe, to adopt Resolution No. 2015-57 Establishing Compensation for the City Manager Pro Tem.

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Kidd, Lowe, Thompson, Uhing, Wenzl, and Mayor Peter Truax. NOES: None. ABSENT: Council President Johnston. MOTION CARRIED 6-0.

11. CITY MANAGER PRO TEM'S REPORT:

Downey reported on upcoming events as noted in the Council calendar and reported on other various upcoming local meetings and community-wide events as noted in the City Manager Pro Tem's Report. In addition, Downey distributed a copy of the City Manager Pro Tem's written report, which outlined various attended meetings and updates on various City department-related activities, projects, and upcoming city-wide events.

12. COUNCIL COMMUNICATIONS:

Council President Johnston was absent.

Kidd reported attending Public Arts Commission (PAC) meeting, noting PAC unveiled its Walking Art Tour brochure. Kidd reported attending Westside Economic Alliance (WEA). In addition, Kidd reported on other matters of interest and reported on upcoming meetings he was planning

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to attend.

Lowé thanked citizens and employees who assisted in the new City Manager selection process, noting their input was very much appreciated. Lowé reported on Sustainability Commission-related tasks, noting a joint work session was held earlier with the Commission. In addition, Lowé reported on regional water-related matters of interest and reported on upcoming meetings she was planning to attend.

Thompson reported on Public Safety Advisory Commission (PSAC)-related activities, noting National Night Out is August 4, 2015. Thompson reported on Community Forestry Commission (CFC)-related activities, noting CFC received over 300 surveys on the Urban Forest Management Plan. Thompson reported attending Metro's Chehalem Ridge Nature Park tour. In addition, Thompson reported on other matters of interest and upcoming meetings he was planning to attend.

Uhing reported on Economic Development Commission (EDC)-related activities, noting EDC continues to work on several leads as noted in the City Manager Pro Tem's report. Uhing reported attending Westside Economic Alliance (WEA), noting WEA is hosting an Affordable Housing Tour on August 19, 11am-3pm. Uhing reported attending a Measure 91 forum as well, noting she would submit a detailed report by e-mail to Council. In addition, Uhing reported on other matters of interest and upcoming meetings she was planning to attend.

Wenzl reported attending Committee for Citizen Involvement (CCI) meeting, noting Sustainability Commission attended CCI's meeting and presented three projects (plastic bag ordinance, Latino Town Hall and bike and pedestrian safety). Wenzl announced CCI scheduled a Town Hall Forum on the plastic bag ordinance on September 2, 2015, 7pm, Community Auditorium. Wenzl reported attending Metro's Chehalem Ridge Nature Park tour and attending Western Washington County Firefighters Association Fireworks Show, noting it was huge success for Forest Grove with over 6,000 attendees. In addition, Wenzl reported on other matters of interest and upcoming meetings she was planning to attend.

Mayor Truax announced dates of various upcoming activities and meetings as noted in the Council Calendar. Mayor Truax reported he, Councilors Kidd and Wenzl will be headed to Nyuzen, Japan, departing

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July 20 and returning July 26, 2015. In addition, Mayor Truax reported on other various local, regional, Metro, and Washington County meetings he attended and community-related events and upcoming meetings he was planning to attend.

13. ADJOURNMENT:

Mayor Truax adjourned the regular meeting at 9:30 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

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APPROVED

**COMMUNITY FORESTRY COMMISSION
CITY AUDITORIUM
MAIN STREET, FOREST GROVE, OR
April 15, 2015**

Meeting called to order at 5:38:17. President Jen Warren in Chair.

Members Present – Jen Warren, David Hunter, Dale Wiley,
Bruce Countryman, Lance Schamberger, Mark Nakajima

Members Absent –

Staff Present: Dan Riordan – Steve Huffman

Council Liaison: Ron Thompson

Meeting Minutes Approval: Minutes were presented and reviewed corrected. Mark moved and David seconded for approval of the minutes. Unanimous vote for approval.

Citizen Communication: None

OLD BUSINESS

URBAN FORESTRY MANAGEMENT PLAN SURVEY – Bruce reviewed the Urban Forest Management Plan and said there was a May meeting planned on 5 / 5 / 15 with the CCI. Data back from the survey that was in the utility billing had 162 responses returned so far.

ARBOR DAY / WEEK 2015

The Arbor Day tree planting went well with 2 classes from the Community School participating. David, Dale and Mark attended with Ron Thompson, Dan Riordan and Steve Huffman. Our thanks go to EF Nursery for their donation of the trees and the digger to dig the holes for us.

COMMUNITY ENHANCEMENT GRANTS There was discussion of applying of a Community Enhancement grant to fund tree inspections, a new banner and the purchase of some gator bags to assist in new street tree establishment by citizens who could check them out from the City. The time line being fairly short, Dan said he would prepare the grant and submit to the City, Jen will present the grant request at the City Council meeting.

MEMBER AND LIASON POSITION OPEN – It was noted that we still have one open position on the Commission to fill and that the Liaison position was also open. Ron Thompson said he would be interested in continuing as council Liaison and the CFC encouraged that.

NEW BUSINESS

PROJECT REPORTS

None at this time.

NEXT MEETING

Next meeting will be May 20, 2015 at the Community Auditorium at 5:30 pm.

MEETING ADJOURNMENT

David moved and Lance seconded to adjourn the meeting. Unanimous affirmative vote adjourned the meeting. Meeting was adjourned at 6:22:16 pm.

Respectfully submitted,

Dale Wiley
CFC Secretary

APPROVED

Forest Grove Historic Landmarks Board
Community Auditorium, 1915 Main Street
May 26, 2015 -- 7:15 P.M. Page 1 of 2

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Members Present: Jennifer Brent, George Cushing, Kaylene Toews (three vacancies)
Members Excused: Holly Tsur
Staff Present: James Reitz
Council Liaison: Richard Kidd (arrived late, following the City Council meeting)
Citizens Present: 02

1. **Call to Order:** Toews opened the meeting at 7:21 p.m. **The meeting minutes of April 28, 2015, were approved as submitted.**

2. **Citizen Communication:** None.

3. **Action Items / Discussion:**

A. **Renovation Grant Request: W. R. Taylor house at 2212 "A" Street (Washington County tax lot N3 31CC-5201). Applicants: Kaylene and Jeremiah Toews. File Number: HLR-15-00633.** Kaylene Toews recused herself from participating. Jeremiah Toews described the project as a materials-only grant request to do some repairs, including repair of window sills and some plaster repair as well as some other relatively minor woodwork repair. These repairs would be preliminary to the primary project of painting the house. The color would remain primarily white with some trim areas to have some other color, as well as the red front door and blue back door. **Cushing/Brent to approve a grant of \$295. Motion carried 2-0-1 (Toews abstaining).**

Toews rejoined the meeting.

B. **Design Review, continued: Anderson Building at 2001-2003 Main Street (Washington County tax lot 1S3 6BB-600). Applicant: Brett Laurila. File Number: HLR-15-00459.** The topic of the discussion was the proposal to replace all of the second floor windows with vinyl sashes. Because of the deteriorated condition of the remaining original wood sashes, and because many of the original sashes had already been replaced with a mixture of aluminum and vinyl sashes, the applicant was requesting permission to replace all of them so as to have a consistent appearance. Architect Brett Laurila was present, and noted that two Board members as well as staff had arranged a site visit to inspect the windows prior to this meeting.

Laurila brought in a demonstration sample window similar to the proposed new ones, showing the separation of the panes which would provide for more efficient control of heat loss and air intrusion. He also noted that the construction of the glass helped to limit noise transmission through the window.

Laurila described the method of installing the vinyl windows into the building to prevent water intrusion by using a sacrificial trim piece on the outside thus ensuring that no water or air could enter. He described how by using this trim around the window small discrepancies in window square would be disguised. He also noted that the windows would be custom-built so the fit should be very accurate.

Laurila noted that what are considered wood windows currently available are usually a clad window using a wooden frame and then a material - often vinyl - covers the wood frame on the outside so the only visible wood would be on the inside. He also advised that the few wood-only windows did have issues with longevity due to the requirement of heavy maintenance, namely regular painting.

Cushing said that he felt, as most of the windows on the south, east and north sides were a combination of various windows, to replace them all with vinyl would be acceptable to him. But he also noted that although the original wood windows on the west side were in need of some repair, they appeared complete and other than the sills, most of the wood was still in very good condition. During his inspection he observed that while many of the ropes were missing, usually the weights would still be there, and the glass panes appeared to still be in good shape. He felt that the west windows should be rebuilt,

especially considering they would probably be - even in their advanced age - still more solid than new wood windows not constructed of old growth wood.

Brent concurred with Cushing, noting that to keep the original wood windows was an advantage in that they were there and better than replacing an existing, restorable window. She thought the two different types would be a good compromise.

Toews observed that by keeping the wood windows, the Board would be avoiding a precedent of allowing vinyl windows in future applications. She felt that allowing vinyl windows on the Pacific Avenue side but keeping original windows facing Main Street would be acceptable.

Lastly discussed was the issue of the alleged energy loss and noise transmission of single-pane wood windows versus double-paned contemporary windows. Staff noted that many studies had proven that the energy loss is negligible if the wood windows are properly maintained. As for the noise issue, it was noted that people choosing to live in a downtown environment expect a somewhat greater noise level, but the noise would come primarily from the Pacific Avenue side because that's where the greater traffic volume is compared to Main Street.

Cushing/Brent to approve installation of vinyl windows on the south, east and north side of the Anderson Building's second floor; and retention and restoration of the original wood windows on west side facing Main Street. Motion carried unanimously.

- C. **Spring Newsletter.** Toews said that the newsletter had not been edited yet and expressed concern that with Tsur not able to do the layout, we should perhaps delay publication. Reitz advised that he could do the layout although not as professionally as has been done by Tsur, so the issue could still be published on time. Toews said she would complete the editing and forward to Reitz. Brent said she would get the necessary photos taken.

4. **New Business:**

- Council Liaison Report: Kidd updated the Board of various items of interest, including the selection of a new city manager. He also noted that he would miss the next meeting.
- Staff Update: Reitz reported that he was working on incorporating the design standards into the Development Code. The draft code will remain on the City website for now. He said we should begin working on a follow-up public outreach program and get a mailing out sometime after July 1st; this mailing could also serve as the annual notice mailed each January. Toews thought that we could prepare a simple synopsis of the standards.
- Reitz also reported that SB 565 was still proceeding through the legislative process.
- Tsur had communicated a question about raising the possible CEP grant amount for painting and roofing to enable more money to be used. Reitz suggested that all policy questions be delayed until the Board had more members and the strategic planning effort was further along.
- It was suggested that the Board have the district brochures available for the FHFG garden tour on June 7th.
- CEP Grant Application. Toews asked for comments on the application she had prepared. The consensus of the Board was to request the fullest possible amount of \$8,000. Other minor edits were discussed and incorporated.

5. **Adjournment:** The May 26, 2015 meeting adjourned at 9:06 p.m.

These minutes respectfully submitted by George Cushing, Secretary

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PARKS AND RECREATION COMMISSION REGULAR MEETING
WEDNESDAY, MAY 20, 2015
COMMUNITY AUDITORIUM CONFERENCE ROOM
PAGE 1 OF 3

APPROVED

- 1) **ROLL CALL:**
 - a) Commissioners – Susan Taylor, Jeremiah Toews, Paul Waterstreet and Todd Winters. Absent – Ralph Brown, Quinn Johnson, Howard Sullivan and Glenn VanBlarcom.
 - b) Council Liaison – Tom Johnston
 - c) Staff – Tom Gamble, Steve Huffman and Cindy Donovan.
- 2) **CITIZEN COMMUNICATIONS:** None
- 3) **APPROVAL OF MINUTES:** The minutes of the April 15, 2015 meeting were approved.
- 4) **ADDITION/DELETIONS:** None
- 5) **INTRODUCTIONS:**
- 6) **OLD BUSINESS:**
 - a) **Old Town Loop Trail Report**
 - i) PBS (Engineers) was hired and is surveying the property.
 - ii) The public input process will include a couple of meetings.
 - 1) Neighbors within 300 feet will be notified.
 - iii) The trail will be 10 feet wide and 3800 feet long and it will hook up with the B Street Trail.
 - iv) The trail process thru Washington County Land Use Department takes 150 days.
 - v) The project must be completed by the end of October 2016, because the grants will expire at that time.
 - b) **Master Plan Update**
 - i) The next meeting will be with stakeholders which include:
 - 1) Pacific University
 - 2) Panel of school district employees
 - 3) CEO of the YMCA
 - 4) Clean Water Services
 - c) **Commission Vacant Position**
 - i) We are still looking for a youth representative.

PARKS AND RECREATION COMMISSION REGULAR MEETING
WEDNESDAY, MAY 20, 2015
COMMUNITY AUDITORIUM CONFERENCE ROOM
PAGE 2 OF 3

- d) **Sundial**
 - i) About 150 people attended Sunday's dedication ceremony.
 - ii) The whirly gig needs a final adjustment.
 - iii) The Ford Foundation spent 18 months on this project and \$8,000.
 - 1) There is some money left over and the foundation is deciding what to do with it.

- 7) **NEW BUSINESS:**
 - a) **C.E.P. Grant Application**
 - i) The Community Enhancement Program process for grants has been revamped and now more organizations can apply.
 - ii) Ideas for the Recreation Commission to submit include:
 - 1) Park Signs
 - 2) Park Directional Signs (locator signs)
 - 3) Parks Brochure
 - iii) Jeremiah will look into the submittal process and work up a Parks Brochure.

 - b) **By-Law Discussion**
 - i) The Recreation Commission was formed by an ordinance a long time ago and has never had by-laws, but should have.
 - ii) Once they are written we can recommend them to the City Council.
 - iii) Todd and Glenn will get some examples for the Commission to look at.

- 8) **COMMISSIONER'S REPORTS:**
 - a) **Todd:**
 - i) There is a lot of construction going on at Hagg Lake.
 - 1) New pumps.
 - 2) Clearing brush.
 - 3) Road paved from HWY 47 to the park entrance.
 - 4) New sign at the entrance designated it as a natural area.
 - 5) Nine kiosks in six locations with 170 life vests.
 - 6) The Elks recreation area is being redesigned.
 - ii) A new campground is being built in Hillsboro near the fairgrounds.
 - 1) It will allow people 14 days of use in a 30 day period.

- 9) **COUNCIL LIAISON REPORT:**
 - a) **T.J.:**
 - i) A feasibility study is being done on the Times Litho building about converting the area to a residential/business area. It would be done in three phases. The

**PARKS AND RECREATION COMMISSION REGULAR MEETING
WEDNESDAY, MAY 20, 2015
COMMUNITY AUDITORIUM CONFERENCE ROOM
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City will need to put in some work on the site before someone will purchase it.

- ii) Beaverton recognizes Purple Heart veterans. The Council is getting information so maybe Forest Grove can do the same.
- iii) The City Manager search has been narrowed to five candidates. They will meet with the Council on Thursday night for interviews. Friday there will be an open meeting with a reception in the evening.
- iv) At the next Council meeting they will discuss the consolidation of six fire districts, including Forest Grove, Banks, and Gaston public and rural departments.

10) STAFF REPORTS:

a) Steve:

- i) Summer staff is starting work with the weekend helper starting this weekend and one more employee starting Monday.
- ii) Two Eagle Scout projects are underway building a sun shelter at the Dog Park.
- iii) The sandbag filling station has been completed.
- iv) Fencing has been planned for the front of Hazel Sills Park.
- v) The Fernhill Wetlands bathroom is back in operation after the pump station failed.
- vi) There are some concerns about the homeless people at Thatcher Woods and we are aware of it.

11) ANNOUNCEMENT OF NEXT MEETING: The next meeting will be Wednesday, June 17 at 7:00 a.m.

12) ADJOURNMENT: The meeting was adjourned at 8:23 a.m.

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APPROVED

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1. **CALL TO ORDER:**

Chairman Beck called the meeting to order at 7:00 p.m.

Planning Commission Present: Tom Beck, Sebastian B. Lawler, Lisa Nakajima, Dale Smith, Phil Ruder and Hugo Rojas.

Absent: Carolyn Hymes, Jon Holan, Community Development Director

Staff Present: Dan Riordan, Senior Planner; Marcia Phillips, Assistant Recorder.

2. **PUBLIC MEETING:**

2.1 **PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS:**

Chairman Beck called for the staff presentation on Handout # 1.

Mr. Riordan explained that there was some difference of opinion on the Green Grove Planned Residential Development, which came before the Planning Commission at the last meeting. He said that it was unusual to bring this before the Commission in this way, but staff wanted to make sure everyone had a clear understanding of the Conditions of Approval.

Sanitary Sewer: Mr. Riordan said considerable testimony was presented during the public hearing on May 4th regarding future connection to the public sanitary sewer system. He explained that the original condition and proposed revision to Condition # 24 based on the testimony heard and Commission direction to address this issue would read, *“As a condition of building permit issuance, all property owners in Phase 1 of the development are required to execute a waiver of remonstrance against the future formation of a local improvement district (LID) to fund the future connection to the public sanitary sewer system. The CC&Rs shall include a reference that future connection to the public sanitary sewer system is required when available.”*

Water: Mr. Riordan said testimony was presented during the May 4th meeting regarding future connection to the upper water pressure zone when available. He said the original condition and proposed revision to Condition # 16 based on the testimony heard and Commission direction to address this issue would read, *“All dwellings shall connect to the City’s higher/upper water pressure zone system within one year of system availability. At such a time a water line serving the upper pressure zone is available to serve a dwelling, the dwelling shall disconnect from the lower pressure zone and connect to the upper pressure zone.”*

Thatcher Road Frontage: Mr. Riordan explained that the applicant expressed concern that the original condition # 55 is vague and does not clearly state the future requirement and obligation for frontage improvements to Thatcher Road. He said staff proposes to change the condition to reflect dedication of needed right-of-way for Thatcher Road. Riordan explained that Washington County requires a 90-foot right-of-way for Thatcher Road. He said there is uncertainty as to the amount of right-of-way needed from the subject property side of Thatcher Road,

since a

PLANNING COMMISSION MEETING MINUTES
FOREST GROVE COMMUNITY AUDITORIUM

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of recent survey identified by the applicant's representative shows the true center line

Thatcher Road 10-feet to the east. Riordan said the amount of right-of-way dedication will be determined during the final plan approval and permitting process. He said it is clear that Thatcher Road will not be improved for quite some time and probably not until Thatcher Road is transferred to the City, so staff supports revising condition # 55 to more clearly state the expectation and future obligation. Riordan said proposed condition # 55 would read, "*The applicant, or assignee, shall dedicate (3) three feet of right-of-way for Thatcher Road consistent with the City's arterial road right-of-way standard. The applicant shall also improve the site access and drainage along Thatcher Road to Washington County standards, as approved, through Washington County's Facility Permit review process, prior to issuance of any building permit by the City. All property owners shall sign a waiver of remonstrance against the future formation of a local improvement district for required future street, sidewalk, curb and gutter frontage improvements along Thatcher Road deferred by Washington County.*"

Chairman Beck stated that the Planning Commission wrote a letter to the County last year about not requiring an applicant to bring County roads up to City standards when the road is inside the City limits.

Driveway Illumination: Mr. Riordan explained that during the public hearing on May 4th, concern was raised by nearby property owners regarding possible impacts from installation of a street light at the relocated driveway access to the site and Thatcher Road. Riordan said the proposed revised condition #67 would read, "*The applicant shall provide illumination at the driveway access and Thatcher Road as required by the Washington County Land Use and Transportation Department. Any streetlight, or other illumination, installed by the applicant shall be designed to minimize adverse impacts to the night sky and surrounding properties through appropriate shielding.*"

APPLICANT:

Dorothy Cofield, Applicant's Representative, 8705 SW Nimbus Ave., Beaverton, OR 97008. Ms. Cofield said the applicant agrees with staff on condition # 55 up to the Waiver of Remonstrance on Thatcher Road improvements. She explained it was a record of survey done at the time of annexation that showed the applicant has already dedicated 30-feet of their property to the right-of-way, so asking them to dedicate more is too much and would begin to interfere with setbacks. She said the applicant wants to strike the part of the condition regarding the Waiver of Remonstrance, and would like ideas from the Commission as alternatives to street lights. Cofield said the applicant supports the rest of the conditions as proposed by staff.

Chairman Beck polled the Commissioners and it was agreed to strike the requirement for a Waiver of Remonstrance on condition # 55, and leave the proposed wording about driveway illumination as written because it allows discussion with Washington County by the applicant.

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In response to a question from Ms. Cofield, Mr. Riordan said the right-of-way dedication would be declared when the final plan is submitted.

2.2 PUBLIC HEARING:

**Public Hearing: CPA-15-00290/ZNC-15-00291 Type IV (legislative)
amendments to the Forest Grove Comprehensive Plan Map and Official
Zoning Map to reduce development density affecting approximately 12.4
acres of land located east of Ritchey Road and south of Pacific Avenue.**

Chairman Beck opened the public hearing at 7:26 p.m., and asked for disclosure of any conflicts of interest, ex-parte contacts, bias, or abstentions. Commissioner Nakajima said she drives Richey Road frequently. Chairman Beck waived the reading of the remaining hearing procedure as there was no one in the audience, and called for the staff report.

Mr. Riordan gave a PowerPoint presentation offering a brief overview of the area east of Richey Road and south of Pacific Avenue.

Chairman Beck asked staff to go directly to Alternative # 6 since the Commissioners are familiar with the other alternatives as stated in the packet.

Mr. Riordan explained that Alternative #6 is the preferred alternative, and designates the area along Richey Road as single family residential (R-10). He said the area to the east south of Pacific Avenue would be designated a combination single family residential (R-5) adjacent to Pacific Avenue and single family residential (R-7) further to the south adjacent to the urban growth boundary. Riordan also explained that if the area were to develop in the future there may be a blending of the zoning.

Mr. Riordan read through the approval criteria and stated that staff recommends approval of the amendments.

In response to a question from Commissioner Nakajima, Mr. Riordan said the only questions from property owners came from the Kenzers. He said they had come in that morning with questions about how these proposed changes would affect future development of their property.

Chairman Beck closed the public hearing at 7:38 p.m.

COMMISSION DISCUSSION:

There were no further comments or questions from the Commissioners.

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Commissioner Ruder made a motion to recommend approval of the amendments to the Forest Grove Comprehensive Plan Map and Official Zoning Map to reduce development density affecting land located east of Ritchey Road and south of Pacific Avenue CPA-15-00290/ZNC-15-00291. Commissioner Smith seconded. Motion passed 6-0.

2.3 ACTION ITEMS: None.

2.4 WORK SESSION ITEMS: None.

3.0 BUSINESS MEETING:

3.1 APPROVAL OF MINUTES: The minutes of the April 6th and May 4th were approved with three minor corrections.

3.2 REPORTS FROM COMMISSIONERS/SUBCOMMITTEES: None.

3.3 DIRECTOR'S REPORT:

In Mr. Holan's absence, Mr. Riordan reminded the Commissioners that on Wednesday,

May 20th, the second design charette for the Westside Planning Project will be held. This includes the Purdin Road area that was recently brought into the UGB, and the area west of Thatcher Rd. primarily north of Watercrest Rd. He said staff is hoping the result of that meeting will be a consensus land use alternative for the consultant to use to assess traffic impacts and infrastructure needs.

Mr. Riordan said staff has tentatively scheduled a meeting for June 1st for the code update project. We hope the consultant will have their recommendations ready on the zoning standards for the new mixed use areas and the town center expansion area that was approved as part of the Comprehensive Plan update. He said the session is still tentative, but if it does not happen on June 1st it will happen on June 15th. Riordan said right now there is nothing scheduled on the 15th.

Mr. Riordan said in July there will most likely be a work session on the Westside Planning project after the consultant has a chance to synthesize the outcome of the community meeting on Wednesday.

Mr. Riordan informed the Commission that staff has learned recently that Lenar Homes is

interested in purchasing the development rights for Gales Creek Terrace Phases 1&2. He said Lenar Homes is in their due diligence period right now, and they have requested a meeting with staff. He said they have a number of questions about the Conditions of Approval. Staff does not know whether or not they will move forward with Phases 1&2 of the project. He said there are some issues that need to be resolved – primarily regarding Conditions of Approval in Phases 3&4

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that relate to Phases 1&2. Riordan said most notably the duplex development which is in Phase 4, and the secondary access which is in Phases 1&2 and would go through the Kenzer's property. He said that since Stafford Land Company has not been able to reach an agreement with the Kenzers, that whole phase of the project is in limbo. Riordan said at this point we do not know if Stafford Land Co. will continue with Phases 3&4 – perhaps sell those development rights as well, and that developer would then negotiate with the Kenzers.

Chairman Beck asked if the project stands when parts of it fail.

Mr. Riordan explained that is the internal discussion staff is having now, and needs to be discussed with legal counsel, because it came in as a package and the phasing schedule has to adhere to the plan as approved. Riordan said given that there are conditions that relate to Phases 1&2, it is difficult to see how the early phases could proceed without having control over the entire site, and Lenar Homes has expressed no interest in Phases 3&4. He said it may require a revision, but it is unknown at this time. Riordan said it came in as a package with one developer, and there is nothing legally preventing the developer from selling their development rights, but it certainly complicates things.

- 3.4** **ANNOUNCEMENT OF NEXT MEETING:** Next meeting will be held in June, depending upon which date works best for staff, and for the meeting in July - July 6th would work best for the Commissioners.

- 3.5** **ADJOURNMENT:** The meeting was adjourned at 7:46 p.m.

Respectfully submitted by:
Marcia Phillips
Assistant Recorder

APPROVED

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1. **CALL TO ORDER:**

Chairman Beck called the meeting to order at 7:06 p.m.

Planning Commission Present: Tom Beck, Carolyn Hymes, Lisa Nakajima, Dale Smith, and Phil Ruder.

Absent: Sebastian B. Lawler and Hugo Rojas.

Staff Present: Jon Holan, Community Development Director; James Reitz, Senior Planner; Dan Riordan, Senior Planner; Marcia Phillips, Assistant Recorder.

2. **PUBLIC MEETING:**

2.1 **PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS:** None.

2.2 **PUBLIC HEARING:** None.

2.3 **ACTION ITEMS:** None.

2.4 **WORK SESSION ITEMS:**

A. Draft #1 of possible amendments to the Development Code and Design Guidelines Handbook for the mixed use areas, town center and nodes.

Chairman Beck opened the work session and turned the meeting over to staff.

Mr. Reitz introduced Cathy Corliss of the Angelo Planning Group, who was hired by the state. He said Ms. Corliss, staff and Laura Beul, State's representative on this project, have been working diligently on the first potential draft of text amendments to the Development Code for your discussion.

Mr. Reitz explained that the City of Forest Grove has recently adopted a new comprehensive plan. He said this code assistance project is intended to implement some of its key elements in this project, including provisions for mixed-use and Town Center zoning and increasing residential densities through a series of development code and zoning map amendments which will affect different areas within the City as shown on Figure # 1. Reitz said there are several areas that require input from the Commission early on to ensure we are heading down the right path.

Chairman Beck said he was surprised not to see Highway 47 and David Hill Rd. as one of the areas being considered.

Mr. Holan explained that staff is working on the Westside Planning Project which

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includes the David Hill area. He said there have been two charrettes to gain input from the residents and property owners in the area. He said some people not sure the areas we have chosen are an appropriate place for commercial. Reitz said that to get further input from that group we have invited all of them in addition to the folks in the mixed use areas to a neighborhood workshop on June 23rd.

Mr. Holan explained that there are two areas we have been looking at for commercial location. He said one area is at Hwy 47 and David Hill Rd., and that is the area where property owners have opposed the commercial use.

Commissioner Ruder asked if opposition came up during the review of the Silverstone application.

Mr. Holan stated that it came up on the south side of David Hill Rd., because the developer did not want to do commercial in their residential development. He said his recollection was the Commission then said we would look at commercial on the north side of David Hill Rd., and now there is property owner concern. He said one of the charrettes was rather vocal.

Mr. Holan said we have identified the mixed use area as 30-acres in the northwest quadrant of the Thatcher Rd. and David Hill Rd. intersection. The people who participated in the charrettes said it was a good idea to have some type of commercial in the area, but not sure right at that corner is a good location due to the creek and wide vegetative corridor which goes behind it which really reduces down the amount of useable acreage. Holan said that what we intend to do is go into some detail about that discussion at the next Planning Commission meeting on July 6th. He said at that meeting will be discussed various land use issues associated with David Hill and the Purdin Rd. area, so the Commission will have some opportunity to talk about that as well as to hear from the property owners. Chairman Beck replied that as we go through the Development Code, he will be thinking how it applies to the Hwy 47/David Hill Rd. area.

Mr. Holan said staff wanted to make sure these property owners were invited to the neighborhood workshop next week, so they will understand the mixed use concept. In response to a question from Chairman Beck, Mr. Holan stated he has not had a basis for the objection at David Hill and Thatcher.

Commissioner Ruder commented that the people at his table at the charrette said they moved to that area to be in the country, and then when David Hill Rd. is

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opened up, they will be near two busy streets – and they are just not “there” yet.

Mr. Holan said at the charrette he heard many people agree that there needs to be commercial in that area somewhere. He said it is important for everyone to understand the mixed use concept – it is not just strip commercial, and in fact is anything but strip commercial in its approach. Holan said it is really more of a nodal type of development with the combination of retail, office and residential, so when we say mixed use commercial it does not mean it is exclusively commercial.

In response to a question from Commissioner Hymes, Mr. Reitz stated that staff will be showing more example photographs of mixed uses. Commissioner Hymes said she would like to see photos of a mixed use that would include, for instance, a doctor’s office, a pizza parlor and a coffee shop.

Cathy Corliss gave a slide presentation. She said the project objectives include: consolidation of the Town Center Zones TCS and TCT zones, expanding the Town Center to encourage more downtown-style development, increasing densities in the Town Center from 20.28 units to 40 or more units per net acre, developing density bonuses for quality livable high-density residential and mixed use developments in the Town Center, recommending strategies for promoting the development of more residential and mixed use buildings along existing retail strips, promoting complete neighborhoods by creating a mixed-use zone and design standards for the three areas designated “mixed use”.

Ms. Corliss said the group is looking for input from the Commission. She said one question is whether the TCS and TCT should be combined into one zone, because they are so similar, and determining what can be done in these zones. Another question is should the Town Center boundary be expanded to include the expansion area as shown on the project area map. She said the group is also looking for a list of project amenities and enhancements that will be required for builders to receive residential density bonuses above the target density. Corliss said then there is the question of density itself. She said the thought is to consolidate the TCS into the TCT with minor adjustments to the TCT.

Mr. Holan explained the three densities (minimum, target and bonus).

Ms. Corliss stated that the municipal lots are not able to hold parking if a high density multi-family building was dropped into the Town Center with no parking

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requirements.

Mr. Holan stated that the existing no parking restrictions in the Town Center date back to the 1990s, and was established to reduce single occupant vehicles as prescribed in the RTP. So, he said, we are looking at making parking requirements.

Ms. Corliss explained the density bonus, and asked for input from the Commission. She said the thought is to increase the base zone from 20.28 to 40 units per net acre with incentives for creation of open space, mixed use, use of high quality materials, sustainable practices, and affordable housing.

Mr. Holan stated that we are talking 4-stories, but the problem is that the current maximum density is too low to encourage growth.

Ms. Corliss said the thought is to increase the residential density in the Community Commercial Zone from 20.28 units to 30 units per net acre. Should there be incentives, and should they be the same as the Town Center zones? Should the design standards be updated? Ms. Corliss said that in a sense this project is removing barriers, and the density bonus is an exciting piece of the project.

Ms. Corliss said the three mixed use areas are very different parcel-wise, and the thought is that they should be handled differently – individually. Corliss said the vision is a complete neighborhood with retail, residential and some institutional use (public library for example).

Ms. Corliss explained that Mixed Use Area # 1 (at the NW quadrant of David Hill Rd. and Thatcher Rd.) is currently zoned Single Family Residential (R-10), and topography will be a major factor at this site. She said Mixed Use Area # 2 (at Thatcher Rd. and Gales Creek) is currently zoned Commercial Planned Development, and is currently parcelized and has existing non-conforming development. Corliss stated that Mixed Use Area # 3 (at Hwy 47 and Sunset Dr.) is currently zoned Light Industrial, and is a large level site, under one ownership, with visibility from Hwy 47. Corliss explained retail traffic requirements with the ideal drive-by traffic volume is 5,000 to 15,000.

Ms. Corliss said the thought is to create a new Neighborhood Mixed Use (NMU) zone. She said the NMU zone would allow a wide range of uses and housing types. She said almost all non-residential uses must be within a Village Center, so an entire site cannot be developed as commercial. Corliss said a Village Center

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(commercial) would not be required except on sites over 3 acres, with smaller sites developing as residential or consolidated to create a site over 3 acres and include a Village Center. She stated that the NMU zone would require that the applicant submit a Mixed Use Planned Development (MUPD), but there would be reduced submittal requirements for sites under 3 acres.

Ms. Corliss invited the Commissioners to the Community Workshop on Mixed Use Areas and the Town Center on June 23rd.

COMMENTS:

Mr. Holan stated that the apartment vacancy rate in Forest Grove is almost zero. He said he would not be surprised if by changing these densities we could see some investment, and as the Hillsboro/Forest Grove area grows, there will be more demand for housing in Forest Grove.

Commissioner Nakajima commented that it would be helpful to have example photographs of what is envisioned as successful mixed use.

In response to a statement from Chairman Beck, Ms. Corliss explained part of the Planned Development process would include showing connectivity of streets. She said this is the group's first opportunity to talk to the Commission about the proposed text changes, and you can see the challenges.

Mr. Holan said he envisions expansion of transit (Grove Link) out to David Hill Rd.

Chairman Beck stated that making this work is all about the scale of the buildings.

Mr. Holan said he could envision mixed use that would include a brew pub/restaurant, a doctor's office, dentist's office, day care, and pre-school.

Mr. Reitz asked the Commission if there was a consensus maximum/minimum density in mixed use zones.

Chairman Beck again stated that scale is important, especially in the two smaller mixed use zones. He said he would not be in favor of putting something down that he would not approve.

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Ms. Corliss said there would be a 35-foot maximum height on most of the land.

Mr. Holan said through the planned development process, the Commission would have the opportunity to look at it.

Commissioner Ruder said the pedestrian crossings at Thatcher and David Hill are terrible.

Mr. Holan said the notion is if you begin to put on-street parking, it will help slow down traffic. The main roadway will be David Hill Rd. not Thatcher Rd. once David Hill Rd. is punched through to Hwy 47.

Ms. Corliss explained that you would not want a planned development to expire – if someone comes in five years you do not want to change the setbacks.

Mr. Reitz said the Town Center now ends at Cedar St., so the proposed expansion would be adding six blocks. He said the concern is transition from the Clark Historic District to the Community Commercial zone.

Chairman Beck stated that he would stop the expansion at Douglas St.

In response to a question from Commissioner Hymes, Mr. Riordan said the reason for the expansion goes back to the Commercial Corridor study with the transit node.

Ms. Corliss said the change from CC to TC is not that different.

Commissioner Ruder said he could live with the expansion.

Mr. Holan said considering the commercial there it might make sense to cut the boundary short at Douglas St.

Commissioner Smith said he would agree to expand the Town Center to Douglas St.

Chairman Beck said reality says we have to change our parking requirements.

Ms. Corliss said as a group they have talked about requiring .5 parking spaces per unit.

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Mr. Reitz stated that current code requires one parking space per unit for single family and multi-family is based on number of bedrooms.

Chairman Beck said he would raise it to one parking space per unit.

Commissioner Ruder asked the question where are people who come here going to park if we have people living here parking on the street – municipal parking would help.

Mr. Reitz asked for comments on density bonuses.

Ms. Corliss said right now developers do not have to provide public open space. She said the question for the Commission is do you want to see public open space and would you allow it in lieu of.

Mr. Holan said if a developer is going above a certain density – we want something in return.

Ms. Corliss said the group is struggling to come up with amenities that would benefit the community.

Chairman Beck said he thought creating a park zone in the Town Center would be a good idea, where developers would pay into a fund for the development of it.

Ms. Corliss said perhaps an incentive to be able to build more units would be use of higher end materials like brick.

Chairman Beck said he would like to see the developer do the environmental stuff anyway – not as an incentive. He said he thought three stories seems more reasonable to Forest Grove.

Commissioner Ruder said the mixed use area in Hillsboro is nicely done – when you walk by it does not seem too big.

The Commission decided to hold a meeting later in July to continue discussing this matter to give the Commissioners time to review and think about this.

Staff encouraged the Commissioners to ask questions and email or call with any

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random thoughts.

3.0 BUSINESS MEETING:

3.1 APPROVAL OF MINUTES: Postponed until next meeting.

3.2 REPORTS FROM COMMISSIONERS/SUBCOMMITTEES: None.

3.3 DIRECTOR'S REPORT: None.

3.4 ANNOUNCEMENT OF NEXT MEETING: Next meeting will be held on July 6th.

3.5 ADJOURNMENT: The meeting was adjourned at 9:58 p.m.

Respectfully submitted by:
Marcia Phillips
Assistant Recorder

1. **CALL TO ORDER:**

Chairman Beck called the meeting to order at 6:58 p.m.

Planning Commission Present: Tom Beck, Carolyn Hymes, Lisa Nakajima, Dale Smith, Sebastian B. Lawler, Hugo Rojas and Phil Ruder.

Absent: None.

Staff Present: Jon Holan, Community Development Director; James Reitz, Senior Planner; Dan Riordan, Senior Planner; Cassi Bergstrom, Assistant Recorder.

2. **PUBLIC MEETING:**

2.1 **PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS:** None.

2.2 **PUBLIC HEARING:** None.

2.3 **ACTION ITEMS:** None.

2.4 **WORK SESSION ITEMS:**

A. Westside Planning Project

Chairman Beck opened the work session and explained to the public in attendance that this is strictly a work session, not a public hearing. If there is a question regarding the Westside Planning Project, write down the question and wait until the end of each explanation of the staff report.

Community Development Director, Jon Holan, began his presentation by introducing the geotechnical consultant from PBS Engineering and Environment who did the study on the area. Mr. Beck suggested that we talk about the David Hill area first, and then go over the Purdin Road area.

David Hill Area

Mr. Holan outlined with his cursor on the presentation screen the northern urban boundary on David Hill Road that was established in about 1978. Another area north of David Hill is not being looked at because it is in an urban reserve area. Staff believes it will be a longer time frame before it could be developed. The other area is the Purdin Road area, created through the reserves process. The Grand Bargain, which was a state legislative project, has created Purdin Road area to be the current boundary established by the state. Mr. Beck clarified that by state law, development in the rural area is not allowed for the next 40 years. Mr. Holan clarified that reserves process is intended to address land needs for 50 years.

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Mr. Holan explained that the purpose of this work session is to receive a final direction on land uses that will allow consultants to come up with infrastructure lay out and costing. They will lay out sewer, water, etc as well as traffic analysis so the city can move on with the process. The process is in no way close to being finished, this is just the next step. Once the plan is firmed up, consultants will put together infrastructure layouts and will propose a financing program.

For the David Hill area, if there is any change in land use, it would be for the comprehensive plan designation as well as zoning. For Purdin Road area, any change would be just for the comprehensive plan amendment since the area is not within the city limits.

Mr. Beck explained that a public hearing would take place before a change is made, and it goes before the City Council, creating two opportunities to speak on the change. Mr. Holan went on to say that there were four background studies: Transportation baseline conditions, infrastructure overview, natural resource overview and geotechnical/geological overview. The process to date has held two Technical Advisory Committee meetings to discuss roads and infrastructure, as well as two charrettes held April 20th and May 20th.

Mr. Holan introduced Mark Swank from PBS Engineering and Environmental to give his presentation regarding the geological and geotechnical constraints. Mr. Swank stated that PBS was hired to do a feasibility study on the geological/geotechnical issues in the David Hill/Purdin Rd area. The basis of the study followed Oregon's Statewide Planning Goals & Guidelines under Goal 7 regarding natural hazard planning. This reduces to risk to people and property from natural hazards such as floods, landslides, earthquakes, etc. The slope stability up on David Hill/Gales Creek area was looked at. Orange imaging on the LiDAR map shows where historic landslides and current landslides are located. The goal is to avoid property and life hazards by analyzing the areas. For the Purdin Road area, the main geological concern is liquefaction. Three modifications are recommended to the city code: Geotechnical overview for development sites within a Landslide Study Zone (LSZ) having a slope of 10% or more (current code has 20% or more); submission of a geotechnical engineer's report as well as geological assessment; and study specifications.

Mr. Beck asked the question of how severe an earthquake would have to be to kick in the liquefaction. Mr. Swank responded that it would have to be very severe, like

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a 9.0. Mr. Lawler asked Mr. Swank to speak more on the ancient landslides and how they would affect the area. Mr. Swank went on to clarify that historic landslides are more than 150 years old, and ancient landslides are inactive. David Hill is considered historical, and geotechnical engineers look at how recent a landslide. Mr. Beck asked if anyone would like to testify on the geotechnical report. Nobody chose to testify.

Mr. Holan went on to identify the potential land use in the Westside Planning project, three being within the David Hill area, and three within the Purdin Road area. The three areas of interest within the David Hill area is the landslide area in the vicinity of NW Antler Drive, suburban residential area, and commercial/mixed use at David Hill/Thatcher Rd intersection. The three areas of interest within the Purdin Road area is the employment, higher density residential, and commercial. Those six areas will be focused on for discussion. Mr. Beck clarified for the public the meaning of the R and number. R stands for residential zone, and the number is reference to the average thousands of square feet that lots have to have. Mr. Holan went on to explain that RML is for higher density single family, attached units or multi-family units. SR stands for suburban residential that stands for 1 unit per acre, which is a rarity in the metro area. Commercial areas are intended to allow for retail, small office, servicing and things of that nature. Employment area is suggested as an office park being an example.

Mr. Holan went on to discuss the landslide area first. The question is whether to allow for development or not. There are ways to mitigate with proper geotech requirements. Commissioners were asked if they had any questions. Mr. Beck understands that a proposal is being made to not develop there. Mr. Holan clarified that that is a possibility, and whether division of land in that area is allowed. Mr. Beck also stated there are no roads in that area, but Mr. Holan went on to say that infrastructure analysis will determine road capability in that area. Commissioner Carolyn Hymes asked roughly how many houses are located in that area. Mr. Holan guessed to say that there are no more than 10 houses located there. Commissioner Lisa Nakajima stated that the sense she got from the report that was if it was to be developed, extensive studies would need to be done. Mr. Beck spoke on the risk factor, an example being a modest number of homes being put in that area and a landslide wipes out the sewer pipes. Commissioner Phil Ruder sees it as R10 now. Mr. Holan stated that the question is whether to allow it for R10 development. Ms. Hymes asked the question if other portions develop, will that affect the other portion of land. Mr. Swank responded that some counties have no issues with development on historic landslide areas and others avoid it all together.

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It can be impacted if done improperly, but if mitigated properly it will not affect other areas. Mr. Ruder suggested the R10 area be developed as a nature or walking park instead. Mr. Lawler asked Mr. Swank to elaborate on examples of buildings on landslide areas. Mr. Swank went on to state that the Portland Zoo and parks in that area are located on historic landslide areas, as well as building that are owned by public and not residential homeowners. It is up to the city to take the risk if seen as such. Mr. Beck asked any member from the audience to come up and address to Commission on the landslide topic.

COMMENTS:

Karen O'Donnell, 2518 NW Antler Dr:

When her research was done on this topic, the map presented was conflicting with geotechnical studies maps she has found. The landslide overlaps up into the Falcon Ridge neighborhood. The question asked was why development was allowed in Falcon Ridge and this current landslide area is even in question.

Mr. Beck responded that over time the city learn things that are new, prompting change to make things better. Mr. Holan stated that in preliminary review of the area in Falcon Ridge there was very little in terms of geotechnical analysis, but as part of the building permit and final plat review process, the city required the developers to do an extensive amount of geotech work leading to 19 different homes to do additional foundation work to address the geotechnical issues.

Matthew Stone, 3618 C St:

Asked the question as to what will happen with the field and tree farm zoned for commercial/mixed use, and what will happen with that house. Mr. Beck said there is no need to worry about that now, the purpose of this work session is to designate the zoning. Mr. Stone went on to ask about Thatcher Park. It is currently zone R7, so will that make it so houses can be built in that area? Mr. Beck clarified that Thatcher Park will stay as a park, and no development is designated for that area.

Mr. Holan continued his presentation with topic 3 of David Hill Road area, being the commercial/mixed use zoning on the corner of David Hill and Thatcher Road. The size of the zoning location is approximately 2.7 acres which is a very small commercial use for that area. A provision would be made for mixed use. The proposed mixed use zone currently is written to require a commercial area (known as a village area) for parcels over 3 acres in size. There is no parcel in that area with that size of property, but the 19 acres behind it could be required to have a

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village concept.

Mr. Beck went on to say that the green riparian area cannot be developed based on Clean Water Services requirements. Also, public transportation is another consideration. Hopefully, with the development of commercial/mixed use and more residential, a bus stop will be added to the route. David Hill as a county road, but long term hoped to be acquired as a city street. The northern area of Forest Grove has very limited shopping, and stores in that area would make shopping locally more attainable for residents living within that area. Mr. Lawler clarified that GroveLink currently does go to David Hill and Thatcher.

COMMENTS:

Dan Hyatt, 3634 Cominsky St:

Mr. Hyatt spoke regarding the new commercial space being discussed. His concern was that the City of Forest Grove has problems filling up commercial spaces already in existence (e.g. Hagggen site), so why would the city create more?

Mr. Beck went on to say that much of what the Commission is doing in long range planning and the tax load that goes along with it. The City of Forest Grove's tax rates are comparable to the City of Beaverton. There are not enough businesses to accommodate so the homeowners are bearing the load. Having more commercial space can help in the long run for future businesses to come in. The problem is that residents in Forest Grove don't shop within the city. This is a topic that is always on the Planning Commissions radar to try and alleviate.

Jim O'Donnell, 2518 NW Antler Drive:

Mr. O'Donnell asked what the process was to be developed commercially in the area of David Hill, and the closeness of both commercial sites is concerning.

Mr. Beck went on to state that his personal belief would be to capture people on Forest Gale Heights to visit whatever business is to go in that commercially zoned area. Mr. Holan stated that zoning for small business opportunity in that area will create opportunity for energy between Thatcher Park and the business. It is appropriate to create a commercial area that correlates in the park area. Mr. Lawler went on to agree that despite their closeness, the two different areas draw in two different areas of influence. David Hill is catching more of the retail from Forest Gale area, whereas the section near the high school captures a more residential area.

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Sheryl Bates, 934 37th Ave:

Ms. Bates asked the question that if or when it is zoned commercial, who determines what kind of businesses can go in that area. Is there a survey done?

Mr. Beck stated the property owners can get together with the developer to figure out what kind of business they want, but the city then plays a very small roll. Mr. Holan explained that we are doing two different projects here, Westside Project and code update. Under the code update project, there is some information about proposed uses which is on the city's website. Ms. Bates has discussed with neighbors what kinds of businesses they want close to them, but not sure where to funnel that information. Mr. Beck reiterated that looking under the code and proposals; it can be determined whether ideas are permitted as uses.

Karen O'Donnell, 2518 NW Antler Dr:

Ms. O'Donnell would love a utilization of the area down the road from her home, and would give the community more bang for its buck. It puts it closer to the high school and its amazing facilities, making it much more utilized and a huge draw. More accessible shopping nearby would be beneficial, such as a Subway.

Mr. Holan went on to discuss the last item for David Hill regarding the Suburban Designation. The suburban designation currently exists above the 440 foot contour, which represents an area that the city cannot provide water service to due to lack of water pressure. The Comp Plan in 1980 designated the area at one unit per acre density, with the idea that private wells would be developed in the area to provide water. In the last few years, there has been a revision to the water plans to construct a new reservoir further up the hill to provide water to the area. The suburban designation is still in place, and presents an opportunity to the city to change the area to an R-10 zone. The question is, even though the water issue is addressed, should the city retain the current zoning or change it?

Mr. Lawler asked as to what the timeline for improving water pressure. Mr. Holan answered that it could happen within five years from now. Mr. Lawler then asked how many acres proposed, and Mr. Holan stated it is 35-40 acres gross.

Mr. Beck asked the question as to how that many wells in that area would work? Mr. Holan went on to state that full services have to be available before a building permit is issued. Mr. Beck re-stated his question stating that the first ten wells would work, but what about the houses after that? How practical in the code would

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it be to zone change when the water is available? Mr. Holan answered that going from suburban residential to R-10 could be done when the service is available.

Mr. Ruder wondered how it would work to have that reservoir built? Would places be paying in? Is the city building first and get paid back? Mr. Holan answered that that detail has not been worked out yet.

Mr. Beck suggested that the next time they meet on the topic of SR, an engineer needs to make an appearance to move this forward by providing more information. Mr. Holan stated that the zoning is such that it is questionable if anything can be improved without the water and creates a unique housing opportunity.

That finalized the David Hill area discussion, and Mr. Beck asked if anyone has any questions on the David Hill area. No questions or comments.

Purdin Road

Mr. Holan started with discussing the employment vs. residential. Originally an industrial location was looked at in the northeast portion of the area. Employment area is an extension of Main Street for office type. Because of the reserves requirements by legislation, this is really a 50 year question due to the constraints of the surrounding farm land. The Economic Opportunities Analysis (EOA) done by Johnson Reed in 2009 shows that for the next 20 years there is an over-supply of industrial land. The analysis goes on to say that 20-50 years out, there is a need for industrial land. This is due in part to the absorption of industrial land in the north Hillsboro area.

Regarding the office area, the EOA indicates there is a need for the next 20 years, particularly business parks. Office type development is not allowed in the existing industrial area. In the Elm Street area, a 38 acre industrial area was brought into the UGB through the Grand Bargain. The question is, should we consider the Purdin Road area for employment or residential?

COMMENTS:

John Liu, 3131 Hwy 47:

Mr. Liu sent a package to Mr. Holan prior to the meeting, which was distributed to the Planning Commission. Mr. Liu would like them to read the package to review his argument stating that employment is not needed in the area, and could be put to

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better use. There is no foreseeable future need for additional industrial/office land in Forest Grove, but the need for single family residential is great.

Darren Wood, Mother lives at 2805 NW Hwy 47:

Mr. Wood suggested that the city and the people take a step back and take time with the process, maybe reaching out to different consulting services and more public comment. The public has seen a lot of different renditions of how the plan is getting redefined. It would behoove the city to work more with the public before finalizing the plans. The further along into the process, the harder it is to make any provisions.

Relative to the commercial, Mr. Wood has 10 years' experience working with a large developer and has a concern that there is no market for commercial in the area. The city needs to step back, take time and figure out if a big commercial area is even viable. An example being the Times Litho, a larger box commercial that is still vacant.

Ms. Nakajima asked for a show of hands if there is room for commercial development on David Hill and Purdin, and would shop there? About half of the audience raised their hand. Mr. Hyatt asked if we have reached a level of population that creates a financially worthwhile market for commercial development. Mr. Beck stated that the challenge is zoning long term, not for tomorrow. There are studies that support retail needed within Forest Grove. The reality is that everyone goes east to shop, and is the dilemma dealt with. Mr. Wood went on to state that more analysis' need to be done in order to make accurate predictions.

Mr. Holan went on to discuss the Mixed Use Commercial. The idea is to move commercial further to the west than in previous scenarios to take advantage of the high school traffic, and creation of a neighborhood core. EOA shows a 20 year retail commercial need of 66-111 acres, and 20 to 50 year need of 298-797 acres. In regards to the Times Litho site, a market analysis was done and it showed a \$94 million sales leakage for a 1 mile radius. The intent is not necessarily to put a large box commercial store, but more like small scale retail shops. The commercial area in question is approx. 11 acres, school area is 12 acres, and park is 10.9 acres. Some adjustments may be needed.

Mr. Hyatt asked the question as to why the city is entertaining the concept of a new

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school site when they just shut down a school. Mr. Holan answered that as part of the recent comprehensive plan update, an analysis shows that within the next 20 years there is a school capacity issue within the future residential development for a new elementary school. As part of that, almost 1,800 homes are going to be developed in this area, creating an increased need for a school in the area. Mr. Beck went on to say that things will be changing in the next 20 years, and we need to change zoning with it. A question Mr. Beck had is why not develop the commercial area near Highway 47? Mr. Holan answered that there will be a traffic circle there, making it difficult to access to the area. Also, the three areas will create a synergy between the school, park and commercial area. Third, it still creates an opportunity to capture traffic heading east to Hillsboro.

COMMENTS:

Kerry Vanderzanden, 2603 NW Hwy 47:

Mr. Vanderzanden lives within the area, and stated that the city is creating a one sided, unbalanced corridor with a lot of buildings located on the north side. The commercial area is more like 15-18 acres, creating more of a big box. Based on the last few meetings, there is very little support for commercial/employment in the area. The commercial area needs to be looked at very closely to see exactly what the city needs in the future. Mr. Beck made the comment that the other side of the street has been approved for development last year.

Mr. Holan finished by reviewing the Higher Density Residential. It was originally thought that there was a need to designate Higher Density Residential to comply with a minimum density requirement by Metro. While there is no minimum density, Metro requirements for new urban areas still prescribes land use designations that support for a variety of housing types. Mr. Beck asked as to why it is zoned as R7 and R5 in that area. Mr. Holan responded that R5 provides some density, and R7 provides a transition into the R10. The Parks is R10, Oakhill Settlement is R7. Mr. Beck asked what Metro requirements are for the RML zone? Mr. Holan answered there is no absolute number, just variety is needed. The RML zone can support detached and attached single family as well as some types of multi-family.

Dan Hyatt, 3634 Cominsky St:

Mr. Hyatt has spoken with younger folks in the area, and a lot of the folks are looking for big box shopping in this location or they will be going elsewhere. There is a need for larger chain stores in Forest Grove.

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Mr. Lawler requested what the next immediate steps are for moving forward on the Westside Planning Project and how the citizens can continue to be involved. Mr. Holan responded that the next step would be to get direction from the Commission regarding the 6 policy area questions, and then contacting consultants to begin the infrastructure analysis. Once the consultants finalize the infrastructure, cost, and transportation analysis, then a package will be put together to either forward for public review or public hearing purposes.

Mr. Beck asked if Mr. Holan would like more comments from the Commission. Mr. Holan agreed and each area was assessed as follows:

Landslide Area:

Ms. Hymes asked the question if we need to maintain that area at R10 zoning. Mr. Lawler liked the suggestion by Mr. Ruder to create that area to be a park or trail. Mr. Ruder wondered if the city was able to buy out property owners in that area. Ms. Hymes wondered about the expense of developing. Mr. Holan reminded the board that the Falcon Ridge area went through the same process, and were able to absorb the cost for additional geotech requirements, building \$500-700,000 houses. Mr. Beck thought the landslide area should be SR based on the riparian areas and steep slopes to limit the total impact. The big quake will happen eventually and needs to be thought about. Eventually all these areas have to have roads, and they need to be thought about earlier versus later. Mr. Holan suggested leaving at R10 and looking at what a potential road system will look when the consultants complete their infrastructure analysis. The Commission agreed that is a good idea. Mr. Beck asked if there is a R20, Mr. Holan responded no, but it could be created. Ms. Nakajima asked if it would slow the process to make an alternate 1 and alternate 2, and Mr. Holan answered that a concrete answer is needed to get it done. The Commission agreed to do the analysis zoned at R10.

Mixed Use Commercial Area on David Hill:

Mr. Lawler commented that he is still in favor of mixed use, but keep it at 1 acre. Mr. Beck commented on how so much of the area is unusable based on the riparian zones. Mr. Ruder wondered how the pressure of density at that parcel is there based on the fact a developer wouldn't put 12 units per acre. Mr. Holan responded that the intent is to create the node of a village concept area. Mr. Lawler stated that Thatcher Park is a very

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popular site and it would be nice to have a coffee shop or some market for people to go to while visiting the park. Mr. Holan commented that leaving it commercial creates an opportunity for a smaller, commercial node. Mr. Beck commented that these ideas of nodes/villages being designed for an urban area in order to make it work, not farm land. Having it zoned R-10/Commercial instead of mixed use would be a better alternative. Ms. Hymes commented on the riparian area being still a concern due to its limitations. Mr. Holan commented that the entire triangular area would actually yield about 20,000 sf of commercial space. Mr. Beck spoke on the fact that in the future, based on the number of houses going in, Thatcher will be a whole other road but that is a discussion for the future. The direction the Commission gave was to leave the area as mixed use commercial and zoning the area to the top left as R10.

Suburban Designation:

Commission to leave it as is, until more information on water availability is disclosed.

Purdin Road Area:

Mr. Lawler asked to reiterate the facts of a new school in that area based on the concern of citizens. Gales Creek School was closed, and a new school being discussed to be zoned was a concern. Mr. Ruder stated that the school in Gales Creek was closed due to lack of student density in that area. Mr. Hyatt commented that this school will be paid at tax payer expenses, and should not be just simply zoned in without taking that into consideration. Mr. Beck made the suggested that this be called institutional, to make it available for hospital, university, etc. to be built. Mr. Holan reminded the board that the purpose is not to zone, but for comprehensive planning. Mr. Beck spoke that commercial in that area is an absolute necessity in that area. Houses along the major highway would not be desirable. Ms. Nakajima made the recommendation that moving the commercial area to the east between B and Main Street, tying it along the downtown corridor is a good idea.

Mr. Lawler asked Mr. Holan the question about the fire station designation on Thatcher. Mr. Holan answered that the dog park at Thatcher was the original location for the fire department. The fire chief stated that was a poor location, and they need a station closer to Highway 47 to allow for quick highway access. More discussion regarding the density of that area

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was made, and Mr. Beck made the comment that the end of the city needs another market to service and capture people in that area.

Mr. Hyatt asked where the Davidson property is located that is still undeveloped. Mr. Beck answered it is along the Sunset Ave/Hwy 47 area; Mr. Holan responded it is a 23 acre parcel.

Recommendation by the board was to locate the commercial area between B and Main Street, get rid of employment all together and replace it with R5, and change R5 to R7. The park and school would be moved southward so the park is adjacent to David Hill, continuing the area from the high school.

COMMENTS:

Brad Taylor, 3351 Thatcher Road:

Mr. Taylor made comment regarding abandoning the employment area. In the next 50 years, people may not want to commute to work, and it would be desirable to have employment within Forest Grove. Mr. Beck stated that when we get to that point, he is sure the city will address that by extending the UGB. Mr. Ruder stated that there isn't any pressure right now for employment.

That ends the Planning Commission work session, and the public was asked to vacate the building so the Commission could discuss interoffice topics.

Mr. Holan addressed the Commission on the next meetings topic being the Waste Management Property on B Street. The southern tail of the property is outside of the city limits, so they are in the process of annexing. Ms. Hymes will be out the July 20th meeting, so moving the discussion to the August meeting will be more desirable. It was decided that the first week of August will be the next meeting.

Mr. Beck stated that July 7th, Ms. Nakajima and he will be representing the Planning Commission regarding Gales Creek Terrace.

3.0 BUSINESS MEETING:

3.1 APPROVAL OF MINUTES: Mr. Lawler moved the motion to approve the May 18 and June 18, 2015 minutes. Mr. Smith seconded. All in favor, no opposed.

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- 3.2 **REPORTS FROM COMMISSIONERS/SUBCOMMITTEES:** None.
- 3.3 **DIRECTOR'S REPORT:** None.
- 3.4 **ANNOUNCEMENT OF NEXT MEETING:** Next meeting will be held on August 3rd, 2015.
- 3.5 **ADJOURNMENT:** The meeting was adjourned at 9:35 p.m.

Respectfully submitted by:
Cassi Bergstrom
Assistant Recorder

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PUBLIC ARTS COMMISSION

Thursday, June 11, 2015

Rogers Room, Forest Grove Public Library

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APPROVED

MINUTES APPROVED BY THE PAC ON JULY 9, 2015

PRESENT: Emily Lux, Linda Taylor, Pat Truax, Dana Zurcher, Kathleen Leatham, Dana Lommen, Kathy Broom, Staff Liaison Tom Gamble.

Guest(s): Jeanna Van Dyke

Absent: Youth Rep. Yasmine Weil-Pourfard, Laura Frye, Helvi Smith, Richard Kidd, Staff Liaison Colleen Winters

1. **CALL TO ORDER:** Kathleen called the meeting to order at 5:00 pm.

2. **CITIZEN COMMUNICATION:** N/A

3. **APPROVAL OF PAC MEETING MINUTES:** Motion to approve last month's minutes as presented made by Pat Truax, seconded by Kathy Broom. Motion accepted.

4. **ADDITIONS/DELETIONS:**
 - a. Residual CEP Grant: \$486.98 in receipts were received from Adelante Mujeres. This leaves \$161.02 to spend. The First Wednesday expense invoice of \$155 could be submitted to utilize the remaining funds, providing an ending balance of \$5.98. \$93.04, plus the potential \$5.98 could be used to stabilize and mount new photos to the tri-fold display from the CEP grant residual. Dana volunteered to be in charge of the photographs, Kathy will help remount, and Kathleen will be in charge of facilitating the tri-fold reinforcement.
 - b. Update on bench repair: It will cost approximately \$788.95 to repair the bench, including repainting and re-welding two legs that broke off during the moving process. The repair process began two weeks ago in an auto-body shop.
 - c. Laura requested that Saturday 9/12 or Sunday 9/13 be the dates for the Global Dance and Song program. Tickets will be sold for \$10 per adult and \$5 for students. Linda pointed out that there is already an event scheduled for 9/12. Laura and Colleen will need to

connect to discuss potential dates. This event will serve as a PAC discretionary fundraiser.

5. **BUSINESS:**

- A. **TITG CAST Aladdin mini-grant request:** Request is to cover royalties. Pat moved to approve the \$500 request, seconded by Emily. Motion accepted. \$490.03 will come from dedicated mini-grant funds, with the remaining \$9.97 to come from discretionary funds. Positive feedback was given regarding the mini-grant application process/updated form. Kathy asked how local kids find out about CAST opportunities. Jeanna directed for those interested to visit the TITG website, call, or visit the theatre.
- B. **2015-2016 CEP Grants-Presentations to CEPC Tonight (June 11):** CEP Grant presentations are tonight. Chief Kinkade wrote a separate grant for the fire station mural, which is also being presented. Linda suggested adding a reference to the Farmer's Market to PAC's grant, and to specify which First Wednesdays PAC plans to attend during the oral presentation. Linda also noted a typographical error in the Arts for the Community grant application in Section E. "Raising \$13,000" should be changed to \$12,000.
- C. **~~Kinetic Sculpture Subcommittee Report: Deletion~~**
- D. **Updates:**
- First Wednesday: A note was received from Laura Fry regarding excellent First Wednesday attendance. However, the booth location was not easy for visitors to find. Ideally, PAC requires three booth sites in a row with the awning facing the street. The booth may be moved again if requested.
 - Walking brochure: The walking brochure will be ready to proof on Monday. The background photograph was provided, but ultimately rendered the text illegible. The Mollie's Garden photograph will be replaced by photos of Rogers Park.
 - Finance report: Fundraising efforts are needed to proceed with kinetic sculpture acquisition plans. Plum Hill Vineyard is willing to host a fundraising event. Mid-August would be an ideal time, potentially Saturday the 15th.

6. **COMMISSIONER COMMUNICATIONS:** N/A

7. **STAFF COMMUNICATIONS:** N/A

8. **ADJOURNMENT:** Kathleen Leatham adjourned the meeting at 6:05pm.

- The next meeting will be July 9, 2015, in the Rogers Room of the Forest Grove Library.

Respectfully Submitted by Emily Lux

APPROVED

Approved by the Public Safety Advisory Commission on June 24, 2015

1. **ROLL CALL**

Meeting called to order by Chairman Seable at 7:30 am

Members Present:

Chairman Nathan Seable, Tim Rippe, Drue Garrison and Glenn VanBlarcom

Members Excused: Martin Goldman, Robert Mills and Anne Niven

Liaisons Non-Voting Representatives Present:

Guy Storms and Councilor Ron Thompson

Liaisons Non-Voting Representatives Absent:

Byron Schmidkofer

Others Present:

Fire Chief Michael Kinkade, Police Chief Janie Schutz, Jill Smith and Sharon Cox

2. **INTRODUCTIONS**

None

3. **CITIZEN COMMUNICATIONS**

None

4. **APPROVAL OF MINUTES**

There was a motion by Drue Garrison and a second by Glenn VanBlarcom to approve the minutes of the April 22, 2015 meeting as emailed.

MOTION CARRIED 4-0 Martin Goldman, Robert Mills and Anne Niven excused

5. **ADDITIONS/DELETIONS**

Chairman Seable said that items under old business, Graffiti abatement, Social Media and Orientation Binder may not be addressed due to time constraints. The Cooperative Services Study Presentation/Discussion will take place during the June meeting.

7. **STAFF REPORTS**

Police Department – Chief Schutz highlighted their recent important events.

A recruitment went out last Friday for 2 Police Officer positions.

They held their 1st Annual retreat with their Administration and Sergeants. It was very positive for their department.

The Newstimes did a story on race relations with an individual in the community that has suggested the Police Department is racially profiling individuals. She has reached out to the individual but has had no reply. They may bring in a facilitator if needed.

The producers of Undercover Boss have interviewed their detectives and are considering Forest Grove for an upcoming television series that would follow the process of investigations.

They are participating in a pilot program of Body Worn Cameras.

They held their first department wide meeting last week and announced some new procedures.

Chief Schutz will be the guest speaker at the DPSST graduation on July 17th.

The department plans to begin an internal newsletter for sharing of information within the department.

The City has been very responsive to her departments budget requests and she is appreciative of the letter of support the PSAC wrote to the Council.

There was more discussion regarding racial profiling and the citizen in Forest Grove that was mentioned in the Newstimes. Glenn VanBlarcom suggested the possibly the citizen come before the PSAC to discuss the issue. There was a motion by Glenn VanBlarcom and a second by Tim Rippe to reach out to this citizen. Chairman Seable will follow up with Jill Smith from the NewsTimes.

Fire Department – Chief Kinkade had sent his report prior to their meeting.

Recruit Firefighter Academy graduation was held on May 19th.

Firefighter/Paramedic Rick Ilg was promoted to Lieutenant.

Both departments participated in Chief Chris Asanovics' funeral held on May 9th.

Responded to a 3 alarm fire at Draper Door Manufacturing on 24th Avenue.

Cornelius Fire responded to Coastal Farm & Ranch store for a teenager locked in a gun safe.

The City of Cornelius levy passed with 70.5% of the vote. The Cornelius Fire Department will hire 2 firefighters and Forest Grove will be hiring one to replace Keith Baas who left in December. Job offers have been sent to the 3 individuals.

The Cooperative Services Study is complete and most of the presentations have taken place. The City of Cornelius Council will hear it tonight. Chief Kinkade said he could see the PSAC being a part of the visioning committee as we move forward with implementing the plan. He will present the study to the Commission at their June 24th meeting.

We should be receiving our Type III Engine any day.

City Council – Councilor Thompson reported the Council voted to rezone the some of the downtown area adding vertical development. This was done to help develop the Times Litho site.

The Council voted unanimously to hire Jesse VanderZanden as the next City Manager.

ODOT has created a proposal (document to be distributed) for improvements on Hwy 47 from Pacific Avenue to B Street. More to come on this.

The Budget Committee will be meeting on May 28th for their second meeting. Tom Beck resigned from the Budget Committee after serving for 3 years.

The Forestry Commission is applying for CEP Grant to evaluate the street trees along 19th Avenue from Ash Street to Safeway.

8. **OLD BUSINESS**

National Night Out – Tim Rippe prepared 21 slides showing the organization of the NNO planning to date using the ICS format.

They are looking for someone to take charge of the Scavenger Hunt.

They would like to have a Raffle drawing and if so, would need someone to head this up and put together some prizes.

He indicated that he thought their budget looked good. They won't need to apply for a CEP Grant.

There was discussion regarding the PSAC Booth and getting someone to man it. Glenn VanBlarcom said he would take care of it. Chief Kinkade and Chief Schutz will get together and discuss some ideas for some poster boards. They want to see information that would help people understand the importance of public safety and how little they currently pay for it, give some statistics, etc.

Graffiti discussion – next meeting

Social media – process for utilizing - next meeting

Orientation binder – next meeting

9. **NEW BUSINESS**

Cooperative Services Study - next meeting

10. **ANNOUNCEMENT OF NEXT MEETING** – June 24, 2015 @ 7:30 am at the Fire Department

11. **ADJOURN**

The meeting was adjourned at 9:10 am.

Recorded & submitted by:

Sharon Cox, Administrative Assistant

APPROVED

PUBLIC SAFETY ADVISORY COMMISSION
Forest Grove Fire Department
1919 Ash Street
June 24, 2015
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Minutes approved by the Public Safety Advisory Commission on July 15, 2015

1. **ROLL CALL**

Meeting called to order by Chairman Seable at 7:31 am

Members Present:

Chairman Nathan Seable, Tim Rippe, Drue Garrison, Glenn VanBlarcom, Anne Niven and Robert Mills

Members Excused: Martin Goldman

Liaisons Non-Voting Representatives Present:

Councilor Ron Thompson

Liaisons Non-Voting Representatives Absent:

None

Others Present:

Fire Chief Michael Kinkade, Police Chief Janie Schutz, Travis Loose, Interim Reporter from the Newstimes and Sharon Cox

2. **INTRODUCTIONS**

Self-introductions were made.

3. **CITIZEN COMMUNICATIONS**

None

4. **APPROVAL OF MINUTES**

There was a motion by Anne Niven and a second by Glenn VanBlarcom to approve the minutes of the May 27, 2015 meeting as emailed.

MOTION CARRIED 6-0 Martin Goldman excused

5. **ADDITIONS/DELETIONS**

None

6. **STAFF REPORTS**

Police Department – Chief Schutz said that along with other police departments, the District Attorneys' office and many social service agencies in the county, they are involved in the planning of a Washington County Family Justice Center. Clackamas & Multnomah County both have Family Justice

Centers. The concept is that it is for victims of domestic violence. The plan is moving forward.

The Captains attended the first session of contract negotiations.

They are in talks with an Engineering firm in reference to a new police facility.

The Department has submitted paperwork for a COPS grant to hire 2 officers. They have also applied for a NIKE grant to purchase bicycle helmets.

The City HR department has received 141 applications for 2 Officer positions.

Detective Sergeant Matt Smith has received the Newstimes Officer of the Year Award.

Coffee with a Cop will be held on July 1st at "Coffee House in the Grove" located at 1932 21st Avenue from 8 am to 10 am.

They are in the second month of the Body Worn Camera project. So far it is going well. Robert Mills asked how long the videos need to be kept. Chief Schutz indicated a minimum of 180 days depending on the content.

Fire Department – Chief Kinkade had sent his report prior to their meeting for the period of June 6th to June 19th.

A Countywide burn ban is now in effect as of June 20th.

The department has implemented a new social media app called Pulse Point. By using Pulse Point, if you know CPR you would be notified of someone needing help within 1/8 of a mile of your location. It can coach you in the steps of CPR and will let you know where the nearest AED is located. It does not include notifications at residences. It is used nationwide and in most departments in Washington County. There will be a public education effort soon to educate people of the application.

We have had a lot of accidents on Hwy 47 recently.

Received our new Heavy Brush and are working to get it into service for the fire season.

The City HR department has received 42 applications for our Fall Recruit Academy.

We have 1 new career firefighter and Cornelius has 2 that will be starting on July 1st. Cornelius will now have ALS with these new firefighter/paramedics.

Chief Kinkade applied for a CEP grant in the amount of \$2,500 for an art mural to be placed on the south wall of the station. He received \$2,061.00 for the project so it will be moving forward.

The manufactured home project at the Gales Creek Station property will break ground on July 1st. It will be a 4 bedroom, 4 bath home for interns. This will improve the response from Station 7.

Nathan Seable noted that this year will be an extraordinary fire season. The heavy fuel moisture content is at 17% which is normally what they see in August. Campfires and target shooting could be problematic. There will be no fires allowed anywhere – people who are recreating in the forests must carry a shovel, 5 gallons of water or a 5 lb. extinguisher. Smoking is not allowed except in an enclosed vehicle or on an improved road.

Drue Garrison asked if this will affect the enforcement of illegal fireworks. Chief Kinkade said he will have personnel for suppression but not for patrolling. Chief Schutz they will respond to calls but otherwise do not add extra staff to patrol for illegal fireworks. Chief Kinkade said he is having 36 signs made that say “Keep it Safe, Keep it Legal, \$1,000 Fine for Illegal Fireworks” that will be distributed in neighborhoods around the City.

City Council – Councilor Thompson reported the Council met in a work session for the CEP grant funding. They had over \$100,000 to give to non-profits, groups and commissions to fund their projects.

Tom & Susan Robinson made a \$100,000 donation from the Love Rocks Run for improvements to Rogers Park. They will help with the design of the park improvements which will include restrooms.

The Budget Committee passed the City of Forest Budget for the fiscal year 2015/16.

The Ride Connection ridership is up 50 rides per day over last year. August 18th will be the second anniversary of the GroveLink program. Glenn VanBlarcom asked what the Ride Connection van is used for. Councilor Thompson said they use it for wheelchairs and seniors that cannot

get to the regular bus stops. He indicated there is approximately 10% of our population without vehicles.

7. **OLD BUSINESS**

Cooperative Services Study – Chief Kinkade said that Goal #5 of the Strategic Plan was to complete a study during the 4th year of the Strategic Plan. This study began by including the City of Forest Grove, City of Cornelius, Forest Grove RFPD and Cornelius RFPD. Gaston Fire District and Banks Fire District asked to be included in the study.

The study is broken down into 3 phases – Baseline Evaluation, Collaborative Opportunities and Recommendations & Implementation.

The purpose of the study was to assess current fiscal, service level and infrastructure conditions of each agency, provide a comparison of existing services and forecast the future for the next 5 years.

Section I: Evaluation of current conditions. This section contains information about each organization, economic, financial and forecast analysis, management components, staffing and personnel management, training, fire & life safety enforcement (Fire Prevention & Public Education), capital assets (equipment replacement program), service delivery and performance.

Nathan Seable asked how the equipment replacement is funded. Chief Kinkade said that in Forest Grove we have a meter tax (CIP) and a portion of this money goes into a Fire Equipment/Station Replacement Fund.

Nathan Seable asked how many calls are EMS related. Chief Kinkade said that 70% of our calls are EMS. This is a nationwide statistic.

Anne Niven asked if our call volume is high due to density or demographics. Chief Kinkade said we have a high urban density and a large senior population. He indicated that 25% of our calls are to assisted living facilities.

Section II: Opportunities for Cooperative efforts. This section contains information regarding general partnering strategies, feasible options for shared service delivery, analysis of shared services options, additional strategy considerations and service delivery impacts and findings, recommendations and implementation planning.

General Partnering Strategies

Phase I – Intergovernmental Agreement expansion (IGA)

Fire Chief services with Cornelius and Gaston are under an IGA

Phase II – (options)

Status Quo
Fire Authority
Merger
Annexation
Consolidation

Status quo does not take advantage of cooperative opportunities.

Merger & Annexation are more difficult and would require multiple votes.

Consolidation would save at least 10%.

Anne Niven said presumably Chief is working as much as he can now and what happens when other agencies ask him for more, i.e.; Banks Fire. Chief Kinkade said that people have a misunderstanding that because he is the Chief of 3 departments that he is working 80 hour weeks. This is not the case. The initial phase is more time consuming as he gets them to adapt to the system. Through the process of delegation it works. The challenge that he does have is reporting to all of the elected officials, attending 2 council meetings, 3 fire board meetings, etc.

Anne Niven asked if we would be in a better position to receive grants. Chief Kinkade said he did not think so.

There was discussion regarding tax rates for the different agencies, who would need to pay more and who would pay less or near the same.

Nathan Seable asked when will be the time that PSAC will need to express their support of the plan. Chief Kinkade said they are the last group to hear the plan and he has a meeting with Mayor Truax next week. He said the momentum is moving and right now he would like for them to read the report and ask questions. They will be invited to the next steps (noted below) which will begin after fire season.

The next steps would be:

Visioning session
Establish joint implementation committee
Develop implementation strategic plan

Establish implementation working groups
Meet, identify, challenge, refine and overcome

National Night Out – Tim Rippe said they will be using the ICS format for the NNO. Captain Herb will be the IC and Captain Ellingsburg will be the Assistant IC. He still needs to talk to Dave Nemeyer to see who will be the Safety Officer.

He said they still need someone to handle the PSAC Booth display – ideas would be funding for Police and Fire, service levels and the upcoming levy.

Tim Rippe indicated that Teresa Kohl has submitted her resignation for July 23rd. She has been working hard on NNO and they are meeting with her today after this meeting.

For the Good of the Order

Glenn VanBlarcom asked about the complainant regarding the Police Department and racial profiling. Nathan said he met with Jill Smith and Dan Forbes (reporter of the story). The complainant was contacted and invited to attend a PSAC meeting or contact Nathan.

8. NEW BUSINESS

None

- 9. ANNOUNCEMENT OF NEXT MEETING** – There was discussion regarding the next meeting and moving it up a week due to member availability. There was a motion by Anne Niven and a second by Glenn VanBlarcom that the July meeting will be held 1 week earlier – July 15th and will be at the Police Department.

10. ADJOURN

The meeting was adjourned at 9:04 am.

Recorded & submitted by:
Sharon Cox, Administrative Assistant

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QUARTERLY STATISTICS REPORT FY 2014-2015						
	Current Quarter			Same Quarter Previous Year		
	April 2015	May 2015	June 2015	April 2014	May 2014	June 2014
Days Open	26	25	26	26	26	25
Door Count	13,112	14,270	13,743	13,449	14,811	14,217
New Registrations	91	131	128	111	102	149
Circulation Desk Check-outs	9,268	8,514	10,264	11,733	10,622	11,988
Self check-out	8,997	9,203	9,920	9,058	9,196	10,500
Renewals	8,852	8,484	8,209	9,178	9,533	8,702
Check-in	20,285	19,422	20,669	22,174	21,193	21,859
3M Cloud Check-out	248	291	282	na	na	na
Library 2Go check-out	1,234	1,251	1,296	na	na	na
Computer Sessions	2,077	1,877	2,134	2,329	2,333	2,144
WiFi Sessions	5,875	4,829	5,614	na	na	na
Holds loaned	9,806	10,060	9,680	9,493	9,613	8,927
Holds borrowed	9,562	9,208	8,851	11,072	10,441	10,215
ILLS requested	94	102	105	113	76	68
Reference Questions	1,403	1,267	1,670	1,270	1,137	1,342
# of Adult Programs	4	2	3	5	5	2
Total Attendance at Adult	76	36	143	158	64	157
# of Children's Programs	23	17	15	25	16	9
Total Attendance at Children's	473	817	1,013	596	650	982
Teen Programs	1	1	2	0	0	0
Total Attendance at Teen's	3	5	39	0	0	0
Rogers Room Reserved Hours	34	114	43	54	125	61
# of Volunteers	40	72	37	74	45	44
Total Volunteer Hours	293	368	289	390	298	289

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Memorandum

TO: Mayor Peter Truax and City Councilors
FROM: Paul Downey, Administrative Services Director
DATE: August 10, 2015
SUBJECT: FINAL REPORTS FROM 2014-15 CEP PROJECTS

Final Reports or extensions for more time to complete the Community Enhancement Program projects from FY 2014-15 have been submitted by grant recipients except for two which have received reminder notices.

The summaries are attached. Detailed copies of invoices and/or photos are on file with the City.

Forest Grove Community Enhancement Program

FINAL REPORT

Project Name: 24th Annual Sidewalk Chalk Art Festival

Contact Name(s): Roylene Read for Valley Art Association

Contact Phone(s): [REDACTED] [REDACTED]

E-Mail Address: [REDACTED]

Description of how CEP grant was used (Attach photos, and promotional information, if possible. Attach sheet if desired): The CEP grant was used to help pay costs of chalk, pay for promotional materials and advertising, supplies, and entertainment. Copies of most receipts are attached.

Date Completed: September 20, 2014 Total CEP Grant: \$4067

Expenses (attach copies of invoice, receipts if possible):

Personnel: (describe) Volunteers-Valley Art, FGHS, & Community Total Cost: 0

Materials & supplies (describe) Chalk, tent rental, banners, art supplies Total Cost: \$2575.35

Capital: (describe) _____ Total Cost: 0

Other Expenses: (describe) advertising, entertainment, scholarships, volunteer meal, featured artists gift certificates, printed materials, postage, permits. Total Cost: \$4003.05

In-Kind Contributions: 25 squares for volunteers, Maggies Buns Breakfast for (briefly describe) volunteers, Waste Management (waste containers), UCC for Tables, chairs and electrical hook-ups, Volunteer hours@ 20.85/hr x 380 hr.

Total \$ Amount of In-Kind Contribution: \$8,727.00

Name of organizations that partnered or collaborated with this project:

Forest Grove High School; City of Forest Grove Parks and Recreation Department and Street Department; UCC Church; Waste Management; Pacific University; News-Times, Maggies Buns; Forest Grove Chamber of Commerce.

How many people in the community participated in this project? (if applicable) Est. 470-525

How did this project meet the requirements of the grant terms? The Chalk Art Festival provides a venue for people to express their creative selves. It brings people to town who may never have been here before and stimulates business for the surrounding shops who remain open on that Saturday. It is a wholesome family event and has become a signature event for the City of Forest Grove.

Signature(s) Roylene Read

Date: July 10, 2015

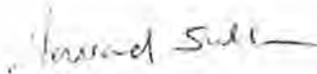
July 15, 2015

Paul Downey
City of Forest Grove
P.O. Box 326
Forest Grove, OR 97116

Dear Mr. Downey:

All of the funds- \$830, FY 2014-05 Community Enhancement Project, Shredding Day were spent. We worked together with the City of Forest Grove and provided an opportunity for the residents of Forest Grove a place where their important documents could be shredded. Along with Shred-It, Howard Sullivan from the Chamber and Bev Maughan from the City of Forest Grove worked the event that lasted from 9:00 -1:00 on Saturday, November 8, 2014. We attended to 250 vehicles/households. The \$830 paid for three hours and the Forest Grove/Cornelius Chamber paid for the fourth hour. My apologies for the tardiness for this report.

Respectfully,



Howard Sullivan
Executive Director
Forest Grove/Cornelius Chamber of Commerce

Forest Grove Community Enhancement Program
FINAL REPORT

Project Name: Westco
Contact Name (s): Katherine Galian
Contact Phone (s): H: N/A W: (503)693-3294
Address: 1001 SW Baseline St, Hillsboro OR 97123
E-Mail Address: kgalian@caowash

Description of how CEP grant was used (Attach photos, and promotional information, if possible. Attach sheet, if desired):

CEP funds were used to provide emergency rent assistance to low-income Forest Grove residents who had received an eviction notice for non-payment of rent. In all, 65 families and 247 individuals received assistance from the WestCo fund. With the support of the City and the generosity of the community, a total of \$31,760 was invested in keeping Forest Grove families in their homes from July 1 2014 to July 2015. Community Action sincerely appreciates the support of the City of Forest Grove in our efforts to assist low-income families to maintain their self-sufficiency and we look forward to a continued partnership to meet the needs of the residents of Forest Grove.

Date Completed: 6/30/2015 Total CEP Grant: \$3,750

Expenses (attach copies of invoices, receipts if possible):

Personnel: (describe) _____ Total Cost: _____

Materials & supplies: (describe) _____ Total Cost: _____

Capital: (describe) _____ Total Cost: _____

Other Expenses: (describe) Rent Assistance Payments Total Cost: \$31,760

In-kind

Contributions:

(briefly describe):

Total \$ Amount of In-kind Contribution: \$5,508

Staffing

Name of organizations that partnered or collaborated with this project: NA

How many people in the community participated in this project? (if applicable) Several faith communities support this project by raising funds to assist their neighbors to maintain their housing.

How did this project meet the requirements of the grant terms? Funds were used as described in the original grant application.

Signature:  Date: 7/15/15

Forest Grove Community Enhancement Program
FINAL REPORT

Project Name: A.T. Smith House Safety Update Project & Storage Shed

Contact Name(s): Melody Haveluck

Contact Phone(s): H [REDACTED] cell: [REDACTED]

[REDACTED]

[REDACTED]

Description of how CEP grant was used (Attach photos, and promotional information, if possible. Attach sheet, if desired):

(see attached letter and photos)

Date Completed: June 29, 2015 Total CEP Grant: \$ 2735

Expenses (attach copies of invoices, receipts if possible):

Personnel: (describe) contractor (Weston Homes) Total Cost: \$ 1225.00

Materials & supplies: (describe) lumber, brackets, Paint Total Cost: \$ 1519.96

Capital: (describe) --- Total Cost: ---

Other Expenses: (describe) --- Total Cost: ---

In-kind Contributions: (briefly describe): Sponsor in-kind contribution: Volunteer hours. Total \$ Amount of In-kind Contribution: \$ 1272.00

Name of organizations that partnered or collaborated with this project: none.

How many people in the community participated in this project? (if applicable) 21

How did this project meet the requirements of the grant terms? Sustaining the house through preservation and safety updates, the preservation of Forest Grove's history, and increasing public accessibility to the house sustains local and regional educational opportunities, and are key to the City's Vision statement. The project enhances the appearance and viability of this historic site, a tourist destination, and specifically addresses public safety at the site, improving the recreational and cultural opportunities in the City.

Signature(s) Melody Haveluck Date 7/2/15



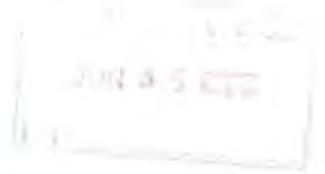
*Alvin T. Smith House, built 1854
Owned, preserved, and under
restoration
by Friends of Historic Forest Grove*



*The "Old Train Station," c. 1920
1936 19th Avenue, Forest Grove, OR
Home of Friends of Historic Forest
Grove*

June 30, 2015

Mr. Paul Downey
Administrative Services Director
City of Forest Grove
PO Box 326
Forest Grove, OR 97116



Dear Paul,

I am writing this letter as our final report for the 2014/2015 CEP Grant for Friends of Historic Forest Grove. FHFG was awarded \$2735 for two projects located at the Alvin T. Smith property. One project was safety updates for the A.T. Smith house and the second project was to build a 12x16 storage shed west of the house.

The safety updates were successfully completed by August 9, 2014. This included: installing handrails, guard rails, support beams in basement, restoring basement stairs and providing landing, and restoring double hung window. This project has enabled FHFG to hold several public open houses, including a Chamber Luncheon with tours of the house on September 15, 2014, as well as the Smith House being open on September 28, 2014 during our Historic Homes Tour event. We had one full time volunteer assisting professional contractors to install safety features.

The second portion of the requested amount was used to build a storage shed on the property to house project tools, mowers and other miscellaneous items necessary for the restoration of the A. T. Smith historic home. Our grant request was for \$2805 for a 12x16 storage shed and we received \$1105. With this revised amount we were able to purchase enough supplies to frame the storage shed. Volunteer hours, which included drawing up the architectural plans, making the list of building materials, and building the frame of the shed, was \$999. We are currently looking into other avenues to finish funding the shed. Receipts for all purchases are included.

On behalf of Friends of Historic Forest Grove I want to express my sincere gratitude for the City's interest in our mission, and for the 2014/2015 CEP grant, which made these projects possible. Thank you so much.

Melody Haveluck
Vice President

Friends of Historic Forest Grove
PO Box 123, Forest Grove, OR 97116 | (503) 992-1280 | Friends@FGHistory.org |
www.historicforestgrove.org

**Forest Grove Community Enhancement Program
FINAL REPORT**

Project Name: Rebuilding Together Washington County

Contact Name(s): Danielle Schira or Joan Goldhammer

Contact Phone(s): [REDACTED] [REDACTED]

Address: [REDACTED]

E-Mail Address: rtwc@araconet.com

Description of how CEP grant was used (Attach photos, and promotional information, if possible. Attach sheet, if desired): (during our most recent fiscal year that ended June 30, 2015)

The work completed for 6 households in the City of Forest Grove is as follows:

We replaced a leaking shower valve; toilet flapper and broken tub drain for a young Latino family. For an elderly woman with disabilities we completely repaired the dry-rotted kitchen floor, renewed the floor covering and built wide rise stairs for the front and rear exits of her home. For an elderly man with disabilities, we removed his existing unusable bathtub, broken toilet and vanity and installed an accessible shower unit and three grab bars after repairing dry-rotted floor.

For a veteran with disabilities whom we have assisted before, we repaired the dry-rotted floors in both of his bathrooms (he is a large man confined to a wheelchair, floors presented a dangerous condition) When we first meet him 10+ years ago it was after he fell through the living room floor and was trapped there for 8 hours until his wife returned.

For another elderly woman we installed 2 new exterior doors, repaired dry rot around the area, installed new floor covering, replaced water heater, and installed new stops and waste line and new supply line. We also installed a new shower valve that was broken beyond repair.

Date Completed: June 30, 2015

Total CEP Grant \$3,545.00

Expenses (attach copies of invoices, receipts if possible):

Personnel: (describe) _____ Total Cost: _____

Materials & supplies: (describe) _____ Total Cost: \$4,346.15

Capital: (describe) _____ Total Cost: _____

Other Expenses: (describe) Value of Project(s) labor _____ Total Cost: \$14,784.84

In-kind Contributions: _____ Total \$ Amount of In-kind Contribution: \$843.70

(briefly describe): reimbursement for materials from Community Action Weatherization on one household project

Name of organizations that partnered or collaborated with this project: Community Action Organization Weatherization Department.

How many people in the community participated in this project? (if applicable) approx. 17 volunteers

How did this project meet the requirements of the grant terms? I believe we used the grant funds as described in our proposal, and with the exception of being late on the final report, met the grant requirements.

Signature(s) _____

Date 7-23-15

Bev Maughan

From: Paul Downey
Sent: Friday, July 24, 2015 8:47 AM
To: 'Eric Brattain'
Cc: Bev Maughan
Subject: RE: CEP 2014-15

Since the project was not completed by June 30, 2015, you need to request an extension of time to complete the project. I will consider your email below as the request for the extension and I approve an extension of time until December 31, 2015, to complete the project. Your final report will be due when the project is completed even if that is before December 31, 2015.

From: Eric Brattain [REDACTED]
Sent: Friday, July 24, 2015 1:45 AM
To: Paul Downey
Subject: CEP 2014-15

July 23, 2015

Dear Mr. Downey,

As president of the Fernhill Wetlands Council I am the contact person for our 2014-15 CEP grant and must apologize for being so late in responding to the request for a Final Report. I placed the letter in an important "to do" spot and promptly buried it—literally and from memory.

Briefly, the Fernhill Wetlands Council requests an extension for "Equipment for Enhanced Ecological Education." Due to the massive amount of (re)construction going on at Fernhill Wetlands of late, we have not yet been able to complete the project.

Only recently were we able to install in a deep concrete pad the JoBox (a large, vandal-proof metal container we purchased) off the parking lot, semi-hidden, to the west of the picnic shelter, back near the trees close to Fernhill Rd. The point is to prevent it from being noticeable, despite our confidence in its integrity. However, we have not yet purchased the supplies for student field work. We are

winnowing a preliminary list and should be able to settle on supplies and order them in the months after August 22nd's Birds & Brew Festival. That, of late, has been the nearly singular focus of our meetings.

Does this email suffice for now? I can then send the Final Report form, with photos, receipts, etc. when we complete the project. I expect we will finish the project before the end of the year, sooner I hope, so that it is ready for use soon after students return to school.

Again, my sincere apologies for the delay in getting back to you.

Many thanks,

Eric Brattain

President, Fernhill Wetlands Council





FOREST GROVE
SENIOR &
COMMUNITY
CENTER

OFFICE
2037 Douglas St
Forest Grove, OR
97116

PHONE
503/357-2021

FAX
503/357-5544

EMAIL
info@fgscc.org

WEB
www.fgscc.org

December 23rd 2014

Paul Downey
City of Forest Grove
PO Box 326
Forest Grove, Oregon 97116

Dear Paul,

I am pleased to tell you that our beautiful *new* dining room chairs arrived last week and they are adorning the main dining room. The chairs are a beautiful burgundy color, comfortable and in good repair. The patrons of the Center are very pleased with the new addition.

The \$3055.00 CEP donation to the Forest Grove Senior & Community Center allowed us to replace 101 of our 120 dining room chairs. Due to a very generous community, we were able to raise (in a paddle bid) the remaining money needed at our recent Mayor's Dinner & Auction for the remaining nineteen chairs.

On behalf of the Center, we wish to express our sincere appreciation for the CEP Grant funds. Attached is the invoice for the purchase of the chairs.

Sincerely,

Raean Johnston
Executive Director

Forest Grove Community Enhancement Program FINAL REPORT

Project Name: Sustaining + Maintaining Community Garden + Natural Resources

Contact Name(s): Ellen Hastay

Contact Phone(s): H: [REDACTED] W: NA

Address: [REDACTED]

E-Mail Address: [REDACTED]

Description of how CEP grant was used (Attach photos, and promotional information, if possible. Attach sheet, if desired): Please see letter

Date Completed: June 30, 2015 Total CEP Grant: \$2,595 ^{2814.01} (total spent on project)

Expenses (attach copies of invoices, receipts if possible):

Personnel: (describe) none Total Cost: —

Materials & supplies: (describe) water flow restrictors, pressure gauges, PVC pipe, connectors, etc Total Cost: 2124.61

Capital: (describe) _____ Total Cost: —

Other Expenses: (describe) compost Total Cost: 690.00

In-kind Contributions: Total \$ Amount of In-kind Contribution: \$3,619.01
(briefly describe): \$219.01 from com garden budget for materials + supplies + several hundred hours of volunteer time planning, developing, installing + adjusting the additions to the water system \$3400.

Name of organizations that partnered or collaborated with this project: Adelante: Mujeres

How many people in the community participated in this project? (if applicable) 35 gardeners and their families, staff of HP3 pipe.

How did this project meet the requirements of the grant terms?
This project provided environmental sustainability in conserving water + economic sustainability in conserving ext. fiscal resources. It improved natural, cultural + recreational resources in that the garden is a place where residents of different ages, cultures, and ethnicities come together to work cooperatively and then by support social sustainability. It improved the economic viability of Forest Grove in that garden participants grow fresh, nutritious food for their families + donations have made to local food pantries.

Signature(s) Ellen T. Hastay Date 7-7-15

July 3, 2015

Paul Downey
Administrative Services
City of Forest Grove, OR

Dear Mr. Downey:

This is to report expenditures on the **2014-15 Community Enhancement Projects** grant of \$2,595 to the Forest Grove Community Gardens for the project **Sustaining and Maintaining Community Garden and Natural Resources**. Due to the urgency to conserve water and reduce the utility bill, most of the grant was spent on that aspect of our proposal. Beyond more soaker hoses, we realized that reigning in water use would require major improvements to the garden water system. Besides the water system, grant expenditures were devoted to the purchase of commercial compost to amend the hard clay soil in the garden.

Marc Wexler, a member of the steering committee, in cooperation with the staff of HPS Pipe in Cornelius planned out a system of flow restrictors and pressure reducers to install in the existing irrigation pipes in the garden. Marc was assisted in installing these instruments primarily by Greg Kriebel, also a steering committee member. A crew from Adelante Mujeres dug and prepared holes for the flow restrictors. All of this labor was voluntary.

Flow restrictors, pressure reducers, PVC pipe, connectors, and other materials totaled **\$2124.01**

In addition to the water system project, grant funds were spent on purchase of commercial compost from Nature's Needs in North Plains. On two occasions a load of compost was given to the garden for only the cost of transportation. $\$75ea \times 2 = \150

We received an additional four 10yd loads @ the discounted rate of \$6/yd plus \$75 for transportation, or \$135 each load. $\$540$

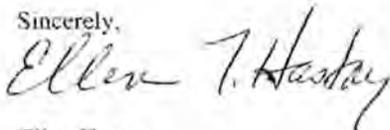
Total compost purchase **\$690.00**

TOTAL PROJECT COST **\$2814.01**

Costs above and beyond the grant budget were absorbed by the community garden budget. Please contact me by phone at 503-357-8428 or email hastaye@pacificu.edu if anything needs clarification.

We greatly appreciate the support of the Community Enhancement Project funds in our effort to conserve water use at the community garden and improve the garden soil.

Sincerely,



Ellen Hastay
Steering Committee Member
Forest Grove Community Gardens

July 24, 2015

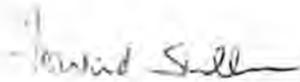
Paul Downey
City of Forest Grove
P.O. Box 326
Forest Grove, OR 97116

Dear Mr. Downey:

\$1851.62 of the \$2890, FY 2014-15 Community Enhancement Project, Holiday Tree Sustainability was spent. 1500 LED lights were purchased for \$1851.62. The Chamber Holiday Display Team changed out the old incandescent light bulbs for the new LED lights. In comparison to the old incandescent lights, the 1500 new LED lights use a total of 375 watts.

We worked together with the City of Forest Grove Fire Department and the Light and Power Department during November and placed these lights in the Holiday Tree located at the Forest Grove/Cornelius Chamber of Commerce. When these light were purchased we bought all that was available and need an extension to purchase the remaining lights from the original CEP Grant. These lights will be purchased this fall. My apologies for the tardiness for this report.

Respectfully,



Howard Sullivan
Executive Director
Forest Grove/Cornelius Chamber of Commerce

Forest Grove Community Enhancement Program
FINAL REPORT

Project Name: FGC Football Safety Equip. Update

Contact Name(s): Jimmy Doyle

Contact Phone(s): [REDACTED] 8769 [REDACTED]

Address: [REDACTED]

E-Mail Address: [REDACTED]

Description of how CEP grant was used (Attach photos, and promotional information, if possible. Attach sheet, if desired):

See attached receipts
Funds used for new helmets

Date Completed: 10-16-14 Total CEP Grant: 1,250.00

Expenses (attach copies of invoices, receipts if possible):

Personnel: (describe) _____ Total Cost: 2,048.18

Materials & supplies: (describe) _____ Total Cost: ~~1,825.00~~

Capital: (describe) _____ Total Cost: _____

Other Expenses: (describe) _____ Total Cost: _____

In-kind Contributions:
(briefly describe):

Total \$ Amount of In-kind Contribution: ~~625.00~~

Name of organizations that partnered or collaborated with this project:

How many people in the community participated in this project? (if applicable)

500

How did this project meet the requirements of the grant terms?

Safety equipment purchased for FG youth participants.

Signature(s) _____

Date

7/27/15



June 30, 2015

City of Forest Grove

PO Box 326

Forest Grove, OR 97116

RE: 2014-15 CEP Grant – Final Report

On 2-11-15, we were pleased to receive funding from the CEP Grant program in the amount of \$2215. The purpose of these funds was to subsidize the cost of permits and fees at our Coopers Corner project, specifically "house #4" at 3429 19th Avenue.

Subsequently, we disbursed a total of \$26,287 to the City in fee payments, including a check specifically in the amount of \$2215, which was disbursed today.

The homes at Coopers Corner will benefit low-and-moderate income families in forest Grove for many decades to come.

Thank you for your support of this important project for affordable housing in our community.

Sincerely,

A handwritten signature in black ink that reads "Virginia Ohler".



Virginia Ohler, Interim Executive Director



June 30, 2015

Attn: Community Enhancement Project Grant Committee
City Councilors
City of Forest Grove
PO Box 326
Forest Grove, OR 97116

Dear City Council Members,

I would like to express our appreciation for the City of Forest Grove in their support of The Forest Grove Farmers Market. Included here is the final report on the completion of our 2014 Community Enhancement Project – *“Celebrating Food and Market Sustainability.”* We worked to increase sustainable practices, provide educational opportunities for the community to learn about preparing seasonal foods, promote agri-tourism activities and assist low-income families in participating in the local economy. All of these activities helped us bring locally grown and produced foods to the forefront and in turn helped support local businesses and small farmers in the Forest Grove area. As the market continues to grow each season, these activities have contributed to visitors’ engagement, retention and sense of place.

Please share our gratitude and excitement with the City of Forest Grove and Metro Representatives for their support. Let me know if you have any questions about our report (attached).

Sincerely,

Kaelly Summers
Market Manager
503.992.0078 ex.213
ksummers@adelantemujeres.org

Forest Grove Farmers Market 2014 CEP Grant Report:

Using the Community Enhancement Project funds, the Forest Grove Farmers Market was able to restock much needed supplies, explore the potential for indoor winter market events, engage customers in cooking demonstrations, and continue the SNAP Matching program. We believe that these activities helped increase and retain our customer and vendor base and enhanced the livability of the city. Our work at the Market continues to help build a strong local economy all while filling an important community need.

2014 CEP Project goals:

- **Increase sustainable practices at the Forest Grove Farmers Market to decrease waste created and educate the community on reuse, recycling, and green practices.**
 - Waste Center volunteers answered questions and directed customers on how to reduce waste at the market and beyond at each weekly market.
 - We worked to promote the reusable to-go containers that customers could use to take hot-prepared food home. The to-go containers sold-out and still customers are asking for more.
- **Provide educational opportunities for the Forest Grove community to learn about buying local, fresh, and seasonal products and how to prepare healthy, delicious meals.**
 - Market shoppers have been able to learn more about the seasonal produce available at the farmers market. We have held 7 cooking demos throughout the season ranging from how to prepare fava beans to how to bake your own crackers.
- **Promote and support efforts to attract more agri-tourism activity in the Forest Grove area.**
 - We knew it was going to be a great season when we welcomed the largest crowd ever for opening day. Then in September we reached over 4,000 visitors and we were thrilled.
 - In collaboration with the Dairy Creek Community Food Web, we organized three indoor winter market events at the TimesLitho Building in November and December. With over 15 vendors at each market, we drew 500-750 shoppers to each event.
 - Farmers and artisan vendors reported their appreciation for supporting local businesses and were excited to see the growth of winter market events in future seasons.
- **Assist low-income families in supporting and participating in the local economy by continuing our SNAP Match program.**
 - The market provided low-income shoppers with extra funds to purchase fresh produce. Over \$20,000 was spent in 2014 to support local farmers and food vendors.
 - The matching program included not only shoppers with SNAP benefits, but also families with WIC and Senior Farm Direct Nutrition Program benefits.
 - We also launched our newest Produce Prescription program in partnership with Virginia Garcia Health Clinic. Nine low-income families struggling with diet-related diseases were enrolled to receive vouchers redeemable for fruits and vegetables at the market. With an overall prescription redemption rate of 86%, outcomes indicate that the program is motivating participants to make healthy changes in their diets.

2014 Funds were used to:

We recognize that support from the City's Community Enhancement Project was critical to addressing our goals.

Waste Center/Recycling Efforts

We replenished our supply of durable plates, flatware, and cloth napkins (\$150). The dish cart that is used to sort and transport dishes needed repairs and a plastic cover to keep dinnerware clean (\$100). We also purchased reusable to-go containers for customers to use in place of paper, plastic or Styrofoam options (\$150).

Total cost: \$400.00

Winter Market Events

We organized three indoor winter market events for which we had to rent port-a-potties (\$525), a heating unit (\$190), purchase marketing signs and posters (\$180), pay for event insurance (\$100) and vendor database system (\$300).

Total cost: \$500.00 from CEP funds, \$795 from other funding sources

Cooking Demonstrations

This year, we collaborated with a public health masters student who researched and prepared a variety of recipe demos and tastings. Recipes highlighted local ingredients, with a focus on healthy options. We purchased kitchen supplies such as mixing bowls, tongs, reusable tasting cups, a stove burner, gas tank, etc. (\$180). We also purchased food ingredients, the majority of which came from farmers and artisan food vendors from the market (\$100).

Total cost: \$280.00

SNAP Match Program

Along with additional donations and grants from Wholesome Wave and New Seasons, we distributed over \$6,500 in direct matching funds.

Total cost: \$400.00 from CEP funds, \$6,154 from other funding sources

All funds unaccounted for went to personnel and management expenses. Each of the programs and activities listed above take time, effort, and coordination. Hosting a quality community event every week takes a great deal of time, relationship building, coordination and funds.

Total cost: \$800.00

Total funds allotted:	\$2,380.00
Total funds used:	\$2,380.00
Balance:	\$0



June 27, 2014

Paul Downey
City of Forest Grove
PO Box 326
Forest Grove, OR 97116

Dear Paul,

On behalf of Adelante Mujeres, I'd like to express my sincere appreciation to the City of Forest Grove. Funding from the Community Enhancement Project for Early Childhood Education program, makes possible the provision of 22 hours of early childhood services to 30 low-income Latino families every week during the school year. This program get students ready for kindergarten, teaches parenting skills and encourages families to attend college. This program doesn't just help close the achievement gap of Latino children; it also enhances the confidence and skill level of our adult students and impacts the overall wellbeing of the family.

This year, we are strengthening our service by entering into a partnership Oregon Child Development Coalition and moving the provision of our services to their Enterprise location in Hillsboro. This new partnership will allow us to have a more sustainable funding source for the early childhood program. We will add more staff, including a full time ECE Coordinator dedicated specifically to coordination as well as professional development trainings. This change means that Adelante's program complies with Head Start assessment standards. It also means that we are able to increase the number of children in our program served in our classroom to 45. We will continue to use our proven model and serve the Latino community in Western Washington County, but within a much improved physical environment for the children. We recognize that because our Early Childhood Program will no longer be housed in Forest Grove, at this time we are not eligible to request continued funding from the city, however, with the increased number of families that we will be serving, we do expect to increase the number of children from Forest Grove families that receive our services.

Attached is our final report on the completion of our 2015 Community Enhancement Project. We are also including a copy of an evaluation report of our Early Childhood Program for review. Please pass on our thanks to the City Council for their support.

Sincerely,

Bridget Cooke

The primary goals of the ECE program are to prepare low-income Latino children for school and engage their parents in interactive family literacy that strengthens learning beyond the classroom. Children enter kindergarten with the appropriate early reading, cognitive and social skills for success. Parents recognize their role as their child's first teacher and take an active part in their child's education.

Our work ensures that the Forest Grove of the near future will be economically, environmentally and culturally sustainable. In addition to preparing families for college we promote ecological awareness and action for a sustainable economy and healthy communities. Nurtured by caring staff, children in ECE are helped to reach their full potential.

2015 CEP Project goals and results:

- **Ensure that children enter kindergarten with the literacy, cognitive and social skills necessary to succeed in the school through outcome-based measurements.**
 - Teacher/staff observations were recorded weekly for parent-child interactions and learning. At the end of each quarter, staff analyzed these reports.
 - 100% of the children in Early Childhood Education met the state and federal benchmarks of improving four skilled points on the Peabody Picture Vocabulary Test (PPVT) and the PALS Pre-K assessment
- **Build parent's confidence to recognize role as child's first teacher, support learning and development and shape the Adelante Mujeres Early Childhood program.**
 - Twice a week, mothers and children participated in interactive literacy activities including music, nutrition, and exploring nature.
 - Families participate in a Book Bag program ("Raising a Reader") which provides four bilingual stories with accompanying activities each week to work on at home. Parents keep journals on observations of their children, noting children's interests, responses, and skill development.
 - All families receive at least one home visit per quarter to help to resolve discipline problems, troubleshoot ways to create time for nightly reading, and assess how "literacy friendly" a household is in terms of access to literacy materials and a dedicated place for literacy activities and using a positive approach to guidance to establish effective communication in the family.
 - Students in Adelante Mujeres Adult Education program received weekly parenting classes. Adelante Mujeres staff also held 15 "Parent Nights" for parents of Echo Shaw preschoolers and their children, serving more than 20 families in this program.
 - Staff conducted quarterly focus groups, end-of-term interviews and surveys with parents to understand the impact of the program, to document success and to improve the model.
- **Increase exposure of the English language while maintaining and valuing first language**
 - We began each day with a bilingual activity recognizing the day of the week, date, weather and number of children in class. Our teachers read books during story time in both English and Spanish. This effort was supported by the English-speaking adult volunteers we have in the classroom. These volunteers led other activities in English and encourage the children's use of English while eating, washing up and during free play.
- **Provide a structured kindergarten transition process to children, parents and the receiving kindergarten teachers**

- ECE and Parenting Educators provided parents with information about kindergarten classes, enrollment and events.
- ECE teachers prepared letter on the progress and learning style of each graduating child.

Total cost of Personnel Services: \$ 122,484

Total city funds allotted to Personnel Services: \$2,630

Total cost of project: \$184,972

Total funds allotted: \$2,630

Total funds used: \$2,630

Balance: \$0

**Forest Grove Community Enhancement Program
FINAL REPORT**

Project Name: _____ 1st Wednesday Events & Downtown Brochure _____
Contact Name(s): _____ CITY CLUB _____
Contact Phone(s) H: _____ W: _____
Address: _____
E-Mail Address: _____

Description of how CEP grant was used (Attach photos, and promotional information, if possible. Attach sheet, if desired).

FINAL REPORT NOT RECEIVED YET

Date Completed: _____ Total CEP Grant: _____ \$1,750 _____

Expenses (attach copies of invoices, receipts if possible):

Personnel: (describe) _____ Total Cost: _____
Materials & supplies: (describe) _____ Total Cost: _____
Capital: (describe) _____ Total Cost: _____
Other Expenses: (describe) _____ Total Cost: _____

In-kind Contributions: _____ Total \$ Amount of In-kind Contribution: _____
(briefly describe):

Name of organizations that partnered or collaborated with this project: _____

How many people in the community participated in this project? (if applicable) _____

How did this project meet the requirements of the grant terms?

Signature(s) _____ Date _____

CEP Final report, June 2015, YEAR-ROUND MARKET Planning Grant

Overall, the planning for a year-round farmers market went very well. We had an energetic, excited group of interested citizens. We had formed a planning group of 15 people or so. Since the planning group had already been working together in the 7 months prior to receiving the grant award, that request was developed to continue the work we began following the initial excitement of the screening* of the PBS Special, "To Market, To Market, To Buy a Fat Pig." We had been taking advantage of the appearance at the initial screening of Ms. Beth Rankin, who previously had helped develop the Wild Ramp, a very successful year-round market in Huntington, West Virginia. Beth, in the year previous to her move to Oregon, had taken a lead role in the planning and creation of "The Ramp." That popular store turned out to be more like a grocery store model than an outdoor market where individual vendors all stay to work in their booths during the market's open hours.

In The Ramp model, vendors bring their products with pricing labels into the store, help place their items in their assigned display area, then leave it to the manager and (mostly volunteer) staff to restock as needed to sell those goods to the public.

[The Ramp has been so successful in Huntington that the city has helped fund its move to a better location, in a better building. In its original location, it sparked economic growth in the diverse businesses surrounding it, which the city recognized would be beneficial in its new neighborhood...and so it has been! In addition, with its pricing structure, it returned over two million dollars to the local farmers within the first two and a half years in business. You may want to take some time to investigate its current website: Wild Ramp.org]

In our case here, the CEP grant amount allocated to this effort was about half what we had requested, so all the grant money went to paying Beth for her continued, additional hours of driving from her home in McMinnville, meeting with both the full group of interested folks, with individuals and sub-committees of the Year-Round Market (YRM) planning group, and with a number of officials in the Forest Grove government. She had a clear grasp of how the organization could move forward. Beth also developed several versions of a power point to share with interested city staff, elected officials, and additional local business people.

In Forest Grove, Beth's work - and that of the involved volunteer citizens - went way beyond the hours originally imagined would be

needed. Beth had set \$3000.00 as her consultant fee, which we all recognized as very low compared to the many hours she had agreed to keep putting in on our project. After we received it, the grant money paid for the additional time she continued to give to our efforts. As a group, Dairy Creek Community Food Web raised additional donated funds to pay Beth the amount she had requested.

A major part of our effort was consumed by searching for a good location to house a FG YRM, designing a work plan to remodel or upgrade a building, pulling together a board and committees necessary for the development and organization of the store, developing a business plan and creating a plan to promote the store. In the end, we had difficulties completing the necessary work for setting up a non-profit board to determine a business plan to keep up the energy toward our Forest Grove version of a year-round market "store." Beth's theory is that West Virginia was a "foodie desert" so the people who invested so much time and money felt a need for a good supply of local food. Here in Forest Grove, we are fortunate that some of our nearby supermarkets offer some local foods and a half hour drive to Hillsboro permits consumers to shop at stores that offer organic products. Beth believes this contrast may explain why our YRM planning group, despite vigorously supporting the concept of a year round local market verbally, didn't feel strongly enough to continue to commit their time as needed to make this dream a reality.

All of this information is contained in the DCCFW office files related to the FG YRM planning. We hope to share this information if and when another attempt is made to develop such a beneficial Year-Round Market in Forest Grove.

Please let us know if you need more information about how the money was allocated, and especially if city staff would like to assist another effort to develop a year-round market in Forest Grove. We would be very happy to help with this, as we believe our town could not only benefit in many ways from such a store, but would want to help it happen. Thank you for supporting our efforts.

Robin Lindsley, Secretary, Dairy Creek Community Food Web.

*(That film was part of the monthly Third Thursday Food Film Festival series offered by Dairy Creek Community Food Web here in Forest Grove.)

Bev Maughan

From: Robin Lindsley [REDACTED]
Sent: Thursday, June 04, 2015 1:09 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Final Report: DCCFW CEP 2014 ("Water & Lumber")

Dear CEP grant award providers,

I understand that the final report on how our CEP award #2 for 2014 monies were spent is not a formal fill-in form, but a narrative about how the money was spent, and if the project was completed. (If this is incorrect, please let me know!)

The request for funding the project allowing Dairy Creek Community Food Web to assist in two projects was funded at about half of the original requested amount, totaling \$1005.00. We had originally requested enough funding to implement both a historic period-specific kitchen garden with accompanying rainwater collection tank at the AT Smith House, owned by Friends of Historic Forest Grove. Also, we included in that request funding for replacing the lumber for the 12 raised-bed food gardens at the FG Senior & Community Center.

We had researched, measured and discussed the installation of the Kitchen Garden & Rainwater Tank with Mary Jo and David Morelli from FHFG when we learned that the City's plans to develop a far-reaching Master Plan for the Parks and Recreation department in FG would mean waiting for some future decisions about any upcoming work at the AT Smith House.

At that point, we had already started work on replacing the chemically treated-wood lumber on the Center food garden beds, but had found that the new Center Director had not been apprised that some matching funds for this project would need to be included in her development of the general budget for the Center. At that point, we requested to change the recipient of the full CEP awarded amount to the Center for replacement of the lumber. We were able to replace lumber and reconstruct ten of the 12 food garden beds at the Center. The actual installation cost of the replacement and reconstruction was made possible because of donated labor by a Center community service volunteer, as well as a substantially lower cost for the untreated cedar lumber allowed & donated by Parr Lumber.

Although our original request was for two separate projects, we feel the flexible determination by the City to allow the use of funds to be redirected to one of the projects made a very happy ending to the story.

Thanks go to many people for the positive ending to this "Water & Lumber" grant-supported project. To the owner of Parr Lumber - Gene Secco, the Director of the Center - Raeann Johnston, the builder of the upgraded food garden beds - Ed, the patience and labor of the eager gardeners (who had to wait until the beds were completed), the donation of compost from Nature's Needs/Recology, the current & future donation of harvested produce to the Center "Give Away Table," and the management of the project by Dairy Creek Community Food Web members, THANKS SO MUCH!

If the receipts for the expenditures for the healthy, attractive food garden beds are required, please let us know. Thank you, CEP Committee!

Robin Lindsley, secretary, Dairy Creek Community Food Web

**Forest Grove Community Enhancement Program
FINAL REPORT**

Project Name: Downtown Solar Powered Trash Compactor

Contact Name(s): John Hayes/Paul Downey

Contact Phone(s): H: _____ W: _____

Address: _____

E-Mail Address: _____

Description of how CEP grant was used (Attach photos, and promotional information, if possible. Attach sheet, if desired):

The grant money was combined with last year's grant award and used to purchase the Solar Powered Trash Compactor. The unit has been installed on Main Street on the corner by Pizza Schmizza.

Date Completed: June 2015 Total CEP Grant: \$2,200

Expenses (attach copies of invoices, receipts if possible):

Personnel: (describe) _____ Total Cost: _____

Materials & supplies: (describe) _____ Total Cost: \$4,000

Capital: (describe) _____ Total Cost: _____

Other Expenses: (describe) _____ Total Cost: _____

In-kind Contributions: _____ Total \$ Amount of In-kind Contribution \$200
(briefly describe): The City helped pay for shipping and installation by public works employees

Name of organizations that partnered or collaborated with this project: Waste Management

How many people in the community participated in this project? (if applicable) _____

How did this project meet the requirements of the grant terms?

Events such as Farmers Market, First Wednesday, Chalk Art Festival, Holiday Light Parade and others increase the amount of trash generated by the public. The trash compactor model can hold five times as much trash than the current barrel. In addition it is sustainable. The barrel is made from recycled material and is solar powered. It is also easy to maintain. It will also reduce greenhouse gas emissions by reducing the number of pickup trips. This new trash compactor barrel reduces trash on the sidewalk and helps maintain the attractiveness of the downtown.

Signature(s)  Date 07/29/15



July 3, 2015

Paul Downey
Bev Maughan
Community Enhancement Program
City of Forest Grove

RE: Food and Drink Small Business Enhancement CEP

Paul,

On behalf of the Forest Grove Economic Development Commission, we would like to request a five month extension to November 30th, 2015. The Forest Grove Economic Development Commission received a CEP grant of \$4,420 for the 2014-2015 fiscal year. The CEP grant was to support tourism and small businesses that provide farm, food and beverages services and products. To date \$71.24 has been expended, The remaining funds are now under contract and underway.

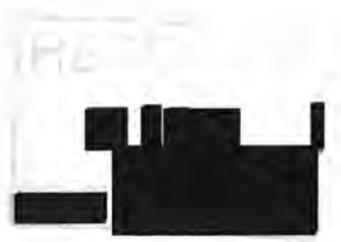
We look forward to successfully completed project within that time frame.

Sincerely

A handwritten signature in black ink, appearing to read "Jeffrey King". The signature is stylized and cursive.

Jeffrey King
Forest Grove Economic Development Commission

**Forest Grove Community Enhancement Program
FINAL REPORT**



Project Name: Historic Landmarks Board Renovation Grant Program

Contact Name(s): Holly Tsur

Contact Phone(s): H: [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] of how CEP grant was used (Attach photos, and promotional information, if possible. Attach sheet, if desired):

Four projects were awarded grants:

- John Abbott House at 1632 Main Street was awarded \$500 in support of a \$10,500 exterior painting project.
- Lucas House at 1637 Birch Street was awarded \$1,000 in support of a \$2,985 seismic upgrade project.
- Fortner House at 2328 18th Avenue was awarded \$1,000 in support of a \$3,290 seismic upgrade project.
- W. R. Taylor House was awarded \$295 (for materials only) in support of a \$1,617 exterior painting project.

The last two projects are in progress. The Board respectively requests an extension until those projects are completed later this summer. Of the grant amount, \$2,795 has been disbursed or committed, leaving \$1,790 unspent.

Date Completed: _____ Total CEP Grant: \$4,585.00

Expenses (attach copies of invoices, receipts if possible):

Personnel: (describe) _____ Total Cost: N/A

Materials & supplies: (describe) _____ Total Cost: N/A

Capital: (describe) _____ Total Cost: N/A

Other Expenses: (describe) _____ Total Cost: N/A

In-kind Contributions: _____ Total \$ Amount of In-kind Contribution: \$18,392.00
(briefly describe): All non-grant expenses are borne by the applicant.

Name of organizations that partnered or collaborated with this project: None

How many people in the community participated in this project? (if applicable) N/A

How did this project meet the requirements of the grant terms?

All four restoration projects meet Renovation Grant application requirements because they are limited to external or structural restorations that are in keeping with historical accuracy and/or will extend the longevity of the homes. We believe this year's grant awards have provided City of Forest Grove with an excellent return on investment because, once all projects are complete, a total of \$18,392 will have been spent by historic homeowners, providing 6.6 times the amount awarded to them in Renovation Grants. We are particularly encouraged that, in the 2014-15 grant cycle, two property owners opted for seismic upgrades to protect their homes, themselves, and others in the event of earthquake damage.

Signature(s) Holly Tsur

Date July 14, 2015

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Memorandum

To: Mayor Truax and City Councilors

From: Anna D. Ruggles, CMC, City Recorder
Janie Schutz, Police Chief
Tom Gamble, City Manager Pro Tem

Subject: Endorse New Liquor License Application

Date: August 10, 2015

BACKGROUND:

ORS 471.166 establishes the process for local government to make recommendation to the Oregon Liquor Control Commission (OLCC) concerning the suitability of a new liquor license application.

Pursuant to City Code 7.805, any person or business requesting City Council endorsement for a new liquor license application must submit to a criminal background check and must obtain or have a valid City business license in accordance with City Code if applicable. The Police Chief has conducted a thorough investigation of the licensee and responsible parties and has made a favorable recommendation to approve the attached liquor license application, along with one of the following recommendations:

- **Forward with Approval** ~ no legal basis for denial.
- **Forward with Approval**, supporting documentation attached, pursuant to this Memorandum. A criminal record exists; however, the record does not contain valid basis for denial as provided by Oregon liquor laws (i.e., felony drug or alcohol-related convictions). (Dissemination of criminal record checks is prohibited by State law and is exempted from public disclosure).
- **Reject Application**, supporting Memorandum required ~ the Police Chief has substantial evidence and opposition that warrants a Public Hearing before the City Council to hear testimony and to be used in the City's decision-making process.

STAFF RECOMMENDATION:

Staff recommends the City Council endorse the attached liquor license application. The City's endorsement will be submitted to OLCC for final determination.



FOR CITY USE ONLY
(Please return to City Recorder)

3m

The City of Forest Grove
Recommends that license be

Granted Denied

\$100.00 Original App Fee: Paid: _____
 \$ 75.00 Change App Fee:
 \$ 35.00 Renewal or Temp App Fee
 \$ 22.60 Special Event
 Acct No. 100-21-10-450050 Receipt#: _____

FOREST GROVE POLICE DEPARTMENT
LIQUOR LICENSE RECOMMENDATION

NAME OF APPLICANT/BUSINESS: SAUCE ENTERPRISES DBA THAI HOUSE II
(Applicant: Jack Vu)

APPLICANT/BUSINESS ADDRESS: 2036 Main Street, Suite B – Forest Grove

LIQUOR LICENSE TYPE: New Application (Limited On-Premises Sales)

CITY BUSINESS LICENSE: BL-001888

TYPE OF LICENSE REQUESTED:

Application is being made for

<p>ACTION:</p> <p><input type="checkbox"/> Change in Application</p> <p><input checked="" type="checkbox"/> New Application</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Special Event</p> <p><input type="checkbox"/> Temporary</p> <p><input type="checkbox"/> Other: _____</p>	<p><input type="checkbox"/> FULL ON-PREMISES SALES: F-COM licenses are required to have dining seating. Allows the sale and service of distilled spirits, malt beverages, and wine for consumption on the licensed premises. Also allows licensees who are pre-approved to cater events off the licensed premises.</p> <p><input type="checkbox"/> BREWERY – PUBLIC HOUSE This license allows the holder to manufacture malt beverages and sell to patrons and wholesalers and allows the holder to sell malt beverages, wine and cider for consumption at the business and "to go".</p>	<p><input checked="" type="checkbox"/> LIMITED ON-PREMISES SALES: Allows the sale of malt beverages, wine and cider for consumption on the licensed premises and the sale of kegs of malt beverages for off premises consumption. Also allows licensees who are pre-approved to cater events off the licensed premises.</p> <p><input type="checkbox"/> OFF-PREMISES SALES: Allows the sale of malt beverages, wine and cider in factory sealed containers for consumption off the licensed premises and allows approved licensees to offer sample tasting of malt beverages, wine and cider.</p>
<p><input type="checkbox"/> Business</p> <p><input type="checkbox"/> Change in Ownership</p> <p><input type="checkbox"/> Greater Privilege</p> <p><input type="checkbox"/> Additional Privilege</p> <p><input type="checkbox"/> Other _____</p>	<p><input type="checkbox"/> F – CAT Caterer</p> <p><input checked="" type="checkbox"/> F – COM Commercial Establishment</p> <p><input type="checkbox"/> F – PC Passenger Carrier</p> <p><input type="checkbox"/> F – CLU Private Club (Parties & Events)</p> <p><input type="checkbox"/> F – SEW or SEG Special Event</p> <p><input type="checkbox"/> F – PL Other Public Location</p>	<p><input type="checkbox"/> Brewery Public House</p> <p><input type="checkbox"/> Fuel Pumps</p> <p><input type="checkbox"/> Grower</p> <p><input type="checkbox"/> Warehouse</p> <p><input type="checkbox"/> Winery/Grower</p> <p><input type="checkbox"/> Other: _____</p>

APPLICABLE CRIMINAL/DRIVING RECORD:

NONE SUPPORTING DOCUMENTATION ATTACHED

RECOMMENDED ACTION:

FORWARD WITH APPROVAL REJECT APPLICATION (Memorandum Required)

Janie Schutz, Chief of Police
- or Designee

8/5/2015
Date

August 10, 2015

PRESENTATION: Washington County Industrial Site Assessment Study

PROJECT TEAM: Jeffrey King, Economic Development Manager
George Cress, Light and Power Director
Tom Gamble, City Manager Pro Tem

ISSUE STATEMENT:

This item is a presentation to the City Council to provide information on the purpose and results of the Washington County Large Lot Industrial Site Assessment Project. A total of 15 industrial sites in Washington County, including five sites in Forest Grove, were part of the study. None were considered development ready. The primary purpose for this project was to evaluate industrial development sites throughout Washington County in order to identify common barriers to traded sector job growth and to leverage public investments to better promote private investment. The project was mostly funded by a Metro grant. Washington County staff served as the project lead and Mackenzie was hired as the consultant to prepare the analysis.

BACKGROUND:

Beginning in 2014, five Washington County cities, including Forest Grove, participated in the Large Lot Industrial Site Assessment Project. The report was completed in June 2015. The five Forest Grove industrial sites included in the study were:

- Henningsen Site –corner of Yew and 24th Avenue
- Woodfold West –west side of Oak Street
- Woodfold East-east side of Oak Street
- Woodburn Industrial/Kerr –Elm Street/Taylor Way
- Haworth site –Elm Street/Taylor Way. Needs to be annexed by City.

The primary purpose of the project was:

- Quantify supply and readiness of industrial sites by analyzing, costs time and barriers to development
- Determine costs and benefits of industrial site development
- Identify potential tools and policies to maintain market-ready inventory
- Identify were strategic public investment or policy changes would have the best impact on multiple sites
- Help both property owners and the City in planning for development of the site.
- Lead to more sites becoming development ready –known as Tier I sites where development can begin to occur within six months.

The site assessment elements included a selected target industry profile, development constraints, barriers to development, market opportunities, and economic benefits of development.

The findings of the projects confirmed the challenges of bringing these sites to development ready status. None of the 15 sites, including five in Forest Grove, are ready for development within one year. However, two –the Woodburn Industrial and Henningsen sites are close. The five Forest Grove sites represent 162 net development acres with a potential of 2,453,900 building square footage and over 4,000 jobs if the sites were built out to full capacity. Development readiness timeline ranges from 15 to 27 months. The major barrier to becoming development ready is the cost , mainly of off-site infrastructure. These costs for Forest Grove sites range from \$1.3 million to \$5.5 million.

Additional Findings:

- 0 sites are Tier I (development ready within 180 days) Tier 2 (7-30 months to becoming development ready) and Tier 3 (30+ months) sites will require new investment, policy actions and time to become development ready.
- All sites would be “underwater” without some sort of public investment or support, meaning the costs to make these site development ready are greater than what they could be sold for.
- Funding for roadways, water, sewer, and stormwater infrastructure is a critical limiting factor to site readiness and market viability.
- The cost of off-site infrastructure is the primary challenge to site readiness. Comprising approximately 66% of total site ready development costs. Transportation costs are the largest contributor to off-site infrastructure costs and were nearly 35% of total site development ready costs.
- The longer it takes a developer or user to address constraints and the greater uncertainty about permit processes, the higher the cost and the further away from financial feasibility the project becomes. Front end work on investigating and preparing sites for market readiness can have a significant impact on their viability and marketability.

Forest Grove staff has begun meeting to review and address these site development steps and to identify potential funding for off-site infrastructure.

Memorandum

TO: City Councilors
FROM: Mayor Peter Truax
DATE: August 10, 2015
SUBJECT: Proposed Resolutions

BACKGROUND:

- RESOLUTION NO. 2015-59 OF THE FOREST GROVE CITY COUNCIL SUPPORTING THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES REPLACEMENT LOCAL OPTION LEVY BALLOT MEASURE 34-235
- RESOLUTION NO. 2015-60 OF THE FOREST GROVE CITY COUNCIL SUPPORTING THE WASHINGTON COUNTY PUBLIC SAFETY RENEWAL LOCAL OPTION LEVY BALLOT MEASURE 34-236

COUNCIL RECOMMENDATION: I recommend that Council adopt the resolutions noted above at the meeting of August 10, 2015, following the County's levy presentations.

RESOLUTION NO. 2015-59



**RESOLUTION OF THE FOREST GROVE CITY COUNCIL SUPPORTING THE
RENEWAL OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES
LOCAL OPTION LEVY BALLOT MEASURE 34-235**

WHEREAS, The Washington County Cooperative Library Services (WCCLS) was created in May of 1976, to serve all the residents of Washington County; and

WHEREAS, WCCLS has served a county that has grown from 196,000 in 1976 to roughly 600,000 in 39 years, and circulation in WCCLS libraries has increased over 50 per cent over the same period; and

WHEREAS, the levy rate to renew this Cooperative Library Services Levy will be 22 cents per \$1,000 valuation, and

WHEREAS, All citizens benefit from the services provided by WCCLS through its locations throughout Washington County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. That the City Council of the City of Forest Grove does hereby endorse its support and urges the passage of the Washington County Cooperative Library Services Levy, Ballot Measure 34-235, on the ballot November 3, 2015, General Election

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 10th day of August, 2015.

Attested: Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 10th day of August, 2015.

Peter B. Truax, City of Forest Grove Mayor

**Washington County
Measure 34-235**

**Library Replacement Levy
Ballot Title**

Caption:

Replacement Local Option Levy to Support Countywide Library Services

Question:

Shall Washington County support library services countywide by levying 22¢ per \$1,000 assessed value for five years, beginning in 2016? This measure may cause property taxes to increase by more than three percent.

Summary:

This measure replaces a levy that expires in June 2016. It supports member libraries of Washington County Cooperative Library Services (WCCLS) in Banks, Beaverton, Cedar Mill, Cornelius, Forest Grove, Garden Home, Hillsboro, North Plains, Sherwood, Tigard, Tualatin and West Slope; adds Aloha Library. It funds central support and outreach services linking libraries together. Expiring levy provides 1/3 of total WCCLS funding.

Replacement levy supports libraries by:

- Maintaining open hours, avoiding cuts in service;
- Adding hours at some libraries;
- Supporting children's programs including summer reading and literacy programs for preschoolers;
- Improving online homework help and learning supports for students;
- Purchasing books, e-books and other materials;
- Providing basic operational support for new or expanding libraries;
- Maintaining central support and outreach services.

Levy supports libraries for five years at a fixed rate of 22¢ per \$1,000 of assessed value, an increase of 5¢. If approved, this would be the first rate increase since 2006.

In 2016, typical homeowners with an assessed value (not market value) of \$255,408 would pay about \$56, which is \$14 more than in 2015.

Estimated levy amount for each year:

\$12,739,000 in 2016-17

\$13,249,000 in 2017-18

\$13,812,000 in 2018-19

\$14,399,000 in 2019-20

\$15,011,000 in 2020-21

Washington County
Measure 34-235

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Library Replacement Levy
Explanatory Statement

Washington County Cooperative Library Services (WCCLS) has provided funding for public library operations for 39 years. Additionally, its central support and outreach programs link together city and community libraries.

21

This measure replaces a five-year levy that will expire in June 2016. The expiring levy provides 1/3 of WCCLS funding. This replacement levy would run from July 2016 through June 2021.

61

61

What would Measure 34-235 do?

Public library operations:

- Maintain support for libraries and branches that serve all county residents: Banks, Beaverton, Cedar Mill, Cornelius, Forest Grove, Garden Home, Hillsboro, North Plains, Sherwood, Tigard, Tualatin and West Slope.
- Maintain open hours at all libraries, increase hours at some libraries.
- Provide basic operational support for a new public library in Aloha and expanding libraries in Bethany, Cornelius and Hillsboro.

176

Reading programs for children:

- Support children's reading programs that average over 280,000 child visits each year. This includes annual summer reading programs and literacy programs for preschoolers so more children enter school ready to read.
- Enhance summer reading activities designed to sustain reading retention between school years.
- Increase reading and learning programs for students, including online homework and tutoring services designed to improve school success for all children in the County.
- Increase literacy training in English and Spanish to develop reading skills for children.

212

Book purchases:

- Expand purchase of books, e-books and other materials that would be available to all users of libraries in Washington County.

234

Resources for job-seekers:

- Continue library services that provide information, resources and instruction to assist those seeking jobs.

252

- One out of five WCCLS computer users say library technology supports their employment or job searches.

Central support and outreach services that link libraries together:

- Maintain daily deliveries between libraries to fill patron requests for books and other materials.
- Maintain the WCCLS website and shared library catalog used by member libraries.
- Provide outreach services to special populations such as mail delivery of books to homebound residents.
- Support services and technologies designed to increase efficiencies in service delivery across the system.

How would this replacement levy affect a homeowner's taxes?

- The levy rate would be 22¢ per \$1,000 of assessed value, an increase of 5¢ over the current rate.
- If approved, this would be the first rate increase since 2006.
- In 2016, owners of a home with an average assessed value of \$255,408 (not market value) would pay about \$56, or \$14 more than paid in 2015.

What happens if the levy does not pass?

Because the expiring levy provides 1/3 of WCCLS funding, reductions in service levels would likely occur based on local library priorities:

- Reductions in hours, book purchases and programs,
- Reductions in central support and outreach programs,
- Operational funding would not be available for new or expanding libraries.

More information?

Visit the WCCLS website at www.wccls.org/levy

RESOLUTION NO. 2015-60



RESOLUTION OF THE FOREST GROVE CITY COUNCIL SUPPORTING THE
RENEWAL OF THE WASHINGTON COUNTY PUBLIC SAFETY LOCAL OPTION LEVY
BALLOT MEASURE 34-236

WHEREAS, Washington County is a vital and strategic partner for providing necessary law enforcement services; and

WHEREAS, funds generated from this levy will accomplish the following in Washington County:

- Emergency shelter for women and children who are victims of domestic violence and related victims' assistance;
- A mental health response team of deputies and mental health professionals who help people in crisis get medical assistance instead of going to jail,
- Juvenile programs that reduce crime;
- Special enforcement team (major crimes, SWAT, child abuse and child pornography, gangs and narcotics) serving all areas of the county;
- Jail and work release center operating at full capacity to minimize early offender release;
- Prosecution services, and;
- Parole and probation services.

WHEREAS, the levy rate to renew this Public Safety Levy will remain the same rate of 42 cents per \$1,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. That the City Council of the City of Forest Grove does hereby endorse its support and urges the passage of the Washington County Public Safety Local Option Levy, Ballot Measure 34-236, on the ballot November 3, 2015, General Election

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 10th day of August, 2015.

Attested: Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 10th day of August, 2015.

Peter B. Truax, City of Forest Grove Mayor

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**Washington County
Measure No. 34-236**

**Public Safety Levy Renewal
Ballot Title**

Caption:

Renewal of Local Option Levy for Countywide Public Safety Services

Question:

Shall Washington County maintain public safety services by levying 42¢ per \$1,000 assessed value for five years, beginning in 2016? This measure renews current local option taxes.

Summary:

This measure renews a levy that expires in June 2016. It supports public safety services for all city and urban unincorporated neighborhoods and rural communities in Washington County, including:

- Emergency shelter for women and children who are victims of domestic violence and related victims' assistance;
- A mental health response team of deputies and mental health professionals who help people in crisis get medical assistance instead of going to jail;
- Juvenile programs that reduce crime;
- Special enforcement teams (major crimes, SWAT, child abuse and child pornography, gangs and narcotics) serving all areas of the county;
- Jail and work release center operating at full capacity to minimize early offender release;
- Prosecution services;
- Parole and probation services.

The renewed five-year levy continues current services at a fixed rate of 42¢ per \$1,000 assessed value, which is unchanged from the current rate.

In 2016, typical homeowners with an assessed value (not market value) of \$255,408 would pay about \$107.

Estimated levy amount for each year:

\$24,320,000 in 2016-2017

\$25,293,000 in 2017-2018

\$26,368,000 in 2018-2019

\$27,488,000 in 2019-2020

\$28,657,000 in 2020-2021

Washington County
Measure No. 34-236

JUN 23 '15 @ 8:51

Public Safety Levy Renewal

Explanatory Statement

Washington County provides public safety services to the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, North Plains, Sherwood, Tigard, Tualatin, parts of Portland and Wilsonville and all unincorporated neighborhoods and rural areas of Washington County.

40

Measure 34-236 renews a five-year levy supporting countywide public safety services that expires in June 2016. The expiring levy funds 16 percent of Washington County's public safety system. The renewed levy would run from July 2016 to June 2021.

80

What would renewal of this levy do?

Measure 34-236 would help maintain current public safety services in all areas of Washington County, including:

100

Victims' assistance and emergency shelter for women and children who are victims of domestic violence:

- Levy funds would continue to support emergency shelters including Domestic Violence Resource Center, Family Promise, Community Action, Good Neighbor Center and Safe Place Youth Shelter.

140

A mental health response team of deputies and mental health professionals who help people in crisis get medical assistance instead of going to jail:

- Last year, nearly all of the team's 3,245 mental health calls resulted in nontraditional law enforcement solutions such as helping individuals get immediate medical care or follow-up response to ensure a safe outcome to a crisis.

200

Juvenile programs that would contribute to the reduction of juvenile crime:

- Juvenile crime has declined four out of the last five years in Washington County. Levy funds would continue to support juvenile crime reduction programs.

230

Special enforcement teams serving all areas of the county:

- These multi-agency teams include major crimes, SWAT, child abuse and child pornography, gangs and narcotics teams.

260

Operating the jail and work release center at full capacity to minimize early release of offenders:

300

- Levy funds would help keep 572 beds available in the jail and 215 beds available in the work release center.

2300

Prosecution, parole, probation and other services that reduce crime:

- Levy-funded prosecution services work with every law enforcement agency in the county.
- The levy would help hold those under supervision accountable for compliance with their court-ordered conditions.

328

How would this renewal affect a homeowner's taxes?

The levy would continue a rate of 42¢ per \$1,000 of assessed value, which is unchanged from the current levy. There has been no increase in the Public Safety Levy rate since it was first approved by voters in 2000. A typical homeowner would pay about \$107 in 2016. This assumes an average assessed value (not market value) of \$255,408.

4106

What happens if the levy renewal does not pass?

The expiring levy funds 16% of the County public safety system. Although public safety would remain a priority, reductions affecting prosecution, law enforcement, supervision, corrections and emergency shelters would be likely beginning in 2016.

449

More information?

Visit the Washington County web site at www.co.washington.or.us/levies

459



ORDINANCE NO. 2015-07

**ORDINANCE OF THE CITY OF FOREST GROVE GRANTING
A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO
COMCAST OF OREGON II, INC.**

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

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

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

WHEREAS, the City has previously granted a cable franchise to TCI Cablevision of Tualatin Valley, Inc. and that franchise is now held by Comcast of Tualatin Valley, the grantee's lawful successor in interest;

WHEREAS, the Board of Commissioners of MACC, by Resolution 2015-05 adopted on the 10th day of June, 2015, recommended that the member jurisdictions grant a franchise to Comcast of Oregon II, Inc. in the form attached hereto as Exhibit "A," which authorizes the provision of cable services from July 1, 2015 through June 30, 2025;

WHEREAS, MACC and the City have provided adequate notice and opportunities for public comment on the proposed cable services franchise including public hearings on March 18, 2015 and June 10, 2015;

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

NOW THEREFORE, THE CITY OF FOREST GROVE ORDAINS AS FOLLOWS:

Section 1. The City of Forest Grove City Council hereby grants to Comcast of Oregon II, Inc. a non-exclusive cable television franchise on the terms and conditions contained in the Franchise Agreement attached as Exhibit A.

Section 2. The grant of franchise at Section 1 is conditioned upon each of the following events:

(a) The affirmative vote of the governing body of each Metropolitan Area Communications Commission (MACC) member jurisdiction;

(b) Comcast of Oregon II, Inc.'s fulfillment of the franchise acceptance provisions contained in the Franchise; and

(c) Formal written determination by the MACC Administrator that, in accordance with the requirements of the IGA, each of the above two events has occurred.

Section 3. This ordinance is effective 30 days following its enactment by the City Council.

PRESENTED AND PASSED the first reading this 13th day of July, 2015.

PASSED the second reading this 10th day of August, 2015.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 10th day of August, 2015.

Peter B. Truax, Mayor

ORDINANCE NO. 2015-07

**ORDINANCE OF THE CITY OF FOREST GROVE GRANTING
A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO
COMCAST OF OREGON II, INC.**

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

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

WHEREAS, the City has previously granted a cable franchise to TCI Cablevision of Tualatin Valley, Inc. and that franchise is now held by Comcast of Tualatin Valley, the grantee's lawful successor in interest;

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

NOW THEREFORE, THE CITY OF FOREST GROVE ORDAINS AS FOLLOWS:

Section 1. The City of Forest Grove City Council hereby grants to Comcast of Oregon II, Inc. a non-exclusive cable television franchise on the terms and conditions contained in the Franchise Agreement attached as Exhibit A.

Exhibit A

**CABLE TELEVISION
FRANCHISE AGREEMENT**

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

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

May 29, 2015

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SECTION 1. DEFINITIONS

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

- 1.1 **Access** means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video and Signals as permitted under applicable law, including, but not limited to:
- (A) **Public Access** means Access where organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary Programmers or users having editorial control over the content;
 - (B) **Educational Access** means Access where Schools and educational institutions are the primary Programmers or users having editorial control over the content;
 - (C) **Governmental Access** means Access where governmental institutions are the primary Programmers or users having editorial control over the content; and
 - (D) **PEG Access** means Public Access, Educational Access, and Governmental Access, collectively.
- 1.2 **Access Center** means a facility or facilities where Public, Educational, or Governmental use Signals are managed and delivered Upstream to the Grantee for Downstream transmission to Subscribers or to other Access Centers via a dedicated connection.
- 1.3 **Access Channel** means any Channel, or portion thereof, designated for non-commercial Access purposes or otherwise made available to facilitate or transmit Access programming or service.
- 1.4 **Affiliate** when used in connection with Grantee means any corporation, Person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.
- 1.5 **Basic Service** means any service tier which includes the retransmission of local television broadcast Signals and PEG Access Channels, or as such service tier may be further defined by federal law.
- 1.6 **Cable Act** means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992 and any amendments thereto, including those contained in the Telecommunications Act of 1996.
- 1.7 **Cable Operator** means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly owns a significant interest in such Cable System, or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.

- 1.8 **Cable Service** means the one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.9 **Cable System** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right of Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand service; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric utility used solely for operating its electric utility systems.
- 1.10 **Capacity** means the maximum ability to carry Signals or other information within a specified format.
- 1.11 **Capital or Capital Cost** means the expenditure of funds for resources whose useful life can be expected to exceed a period of one (1) year or longer as consistent with Generally Accepted Accounting Principles ("GAAP").
- 1.12 **Channel** means a time or frequency slot or technical equivalent on the Cable System in a specified format, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.
- 1.13 **Commission** means the Metropolitan Area Communications Commission and its officers, agents and employees, created and exercising its powers pursuant to an Intergovernmental Cooperation Agreement entered into by Grantors herein, as authorized by state law (particularly ORS Chapter 190) and the laws, charters, and other authority of the individual member units of local government who are members of the Commission. The powers of the Commission have been delegated to it by Grantors and although it may exercise those powers as an entity, it remains a composite of Grantors herein.
- 1.14 **Demarcation** means up to and including the device (as of the Effective Date known as the "modulator") where the DAP Signal is converted into a format to be transmitted over a fiber connection to Grantee.
- 1.15 **Designated Access Provider ("DAP")** means the entity or entities designated by the Grantor to manage or co-manage PE G Access Channels and Access Centers. The Grantor may be a Designated Access Provider; however, any entity designated by the Grantor shall not be a third party beneficiary under this Agreement.
- 1.16 **Downstream** means the transport of Signals from the Headend to Subscribers or to Interconnection points served by the Cable System.
- 1.17 **Effective Date** means the date defined in Section 2.4 herein.
- 1.18 **FCC** means the Federal Communications Commission.

- 1.19 **Fiber** means a transmission medium of optical strands of cable capable of carrying Signals by means of lightwave impulses.
- 1.20 **Franchise** means the non-exclusive and revocable authorization or renewal thereof for the construction or operation of a Cable System such as is granted by this Agreement, whether such authorization is designated as a Franchise, license, resolution, contract, certificate, agreement or otherwise.
- 1.21 **Franchise Area** means the area within the legal jurisdictional boundaries of the individual member units of local government who are members of the Commission during the term of this Agreement. The Franchise Area shall include any additional signers of the Intergovernmental Agreement only if Grantee is currently providing Cable Service in such additional areas. For purposes of Washington County, the Franchise Area includes only the unincorporated areas within the legal jurisdictional boundaries of the County.
- 1.22 **Grantee** means Comcast of Oregon, II, Inc. or its permitted successors, transferees or assignees.
- 1.23 **Grantor** means, individually and, where applicable, collectively, the Oregon cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin, and West Linn together with Washington County, Oregon.
- 1.24 **Gross Revenue** means, and shall be construed broadly to include, all amounts in whatever form and from all sources derived directly or indirectly by Grantee and/or an Affiliate from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:
- Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);
 - Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
 - fees paid to Grantee for Channels designated for commercial/leased access use; which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
 - Converter, remote control, and other Cable Service equipment rentals, leases, or sales;
 - Payments for pre-paid Cable Services and/or equipment;
 - Advertising Revenues as defined herein;
 - Fees including, but not limited to: (1) late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area; (2) Franchise fees; (3) the FCC user fee and (4) PEG fees if included on Subscriber billing statements;
 - Revenues from program guides; and
 - Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area.

- "Gross Revenues" shall not be net of: (1) any operating expense; (2) any accrual, including without limitation, any accrual for commissions to Affiliates; or (3) any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. "Gross Revenues", however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee's revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Franchise. "Gross Revenues" shall include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee's Cable System to provide Cable Services and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates. "Gross Revenues" shall not include sales taxes imposed by law on Subscribers that the Grantee is obligated to collect. With the exception of recovered bad debt, "Gross Revenues" shall not include bad debt.
- (A) "Advertising Revenues" shall mean amounts derived from sales of advertising that are made available to Grantee's Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Whenever Grantee acts as the principal in advertising arrangements involving representation firms and/or advertising Interconnects and/or other multichannel video providers, Advertising Revenues subject to Franchise fees shall include the total amount from advertising that is sold, and not be reduced by any operating expenses (e.g., "revenue offsets" and "contra expenses" and "administrative expenses" or similar expenses), or by fees, commissions, or other amounts paid to or retained by National Cable Communications or Comcast Spotlight or similarly affiliated advertising representations firms to Grantee or their successors involved with sales of advertising on the Cable System within the Franchise Area.
- (B) "Gross Revenues" shall not include:
- Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area;
 - Any taxes and/or fees on services furnished by Grantee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise fee, the FCC user fee and PEG fee shall not be regarded as such a tax or fee;
 - Launch fees and marketing co-op fees; and,
 - Revenues associated with the provision of managed network services provided under separate business contract.
 - Unaffiliated third party advertising sales agency fees or commissions which are reflected as a deduction from revenues, except when Grantee acts as a principal as specified in paragraph (A) immediately above.

- (C) To the extent revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee's calculations.

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

- (D) Grantee reserves the right to change the allocation methodologies set forth in paragraph (C) above to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantor acknowledges and agrees that Grantee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including Grantee's interpretation of GAAP and Grantee's interpretation of FASB, EITF and SEC directives. Grantee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchise-required document at the time of submittal, identifying each revised Section or line item.
- (E) Grantor agrees and acknowledges that Grantee shall maintain its books and Records in accordance with GAAP.

1.25 **Headend** means Grantee's facility for Signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors, equipment for the Interconnection of the Cable System with adjacent Cable Systems or other separate communications network, and all other related equipment and facilities.

1.26 **Interconnect or Interconnection** means the provision by Grantee of technical, engineering, physical, financial and all other necessary components to provide and adequately maintain a physical linking of Grantee's Cable System with any other designated Cable System or any separate communications network, so that services of technically adequate quality may be sent to, and received from, such other systems to the extent required by this Agreement.

1.27 **Leased Access Channel** means any Channel commercially available for programming for a fee or charge by Grantee to members of the general public.

1.28 **Origination Point** means a location other than an Access Center, where Public, Educational, or Governmental use programming is delivered to the Grantee for Upstream transmission.

- 1.29 **Parent Corporation** means Comcast Communications, Inc. or successors and assigns and includes any other existing or future corporations with greater than fifty percent (50%) ownership or control over Grantee.
- 1.30 **Person** means any individual, sole proprietorship, partnership, association, corporation, or any other form of organization authorized to do business in the State of Oregon, and includes any natural person.
- 1.31 **Programmer** means any Person responsible for PEG Access Programming on the Cable System, including, without limitation, any Person who produces or otherwise provides PEG Access Programming for transmission on the Cable System.
- 1.32 **Programming** means television programs, audio, video or other patterns of Signals to be transmitted on the Cable System, and includes all programs or patterns of Signals transmitted, or capable of being transmitted, on the Cable System.
- 1.33 **Public Communications Network ("PCN")** means the separate communications institutional network provided by the Grantee under Section 12 of this Agreement designed principally for the provision of non-entertainment, interactive services to public Schools, public universities and colleges, Pacific University, public agencies, or the Virginia Garcia Health Centers (or successor agencies) for use in connection with the ongoing operations of such institutions. Services provided include data to PCN users on an individual application, private channel basis.
- 1.34 **Public Rights of Way** include, but are not limited to, Streets, bridges, sidewalks, trails, paths, public utility easements, and all other public ways, including the subsurface under and air space over these areas, excluding parks and parkways, but only to the extent of the Grantor's right, title, interest, or authority to grant a Franchise to occupy and use such Streets and easements for Cable System facilities. "Public Rights of Way" shall also include any easement granted to or owned by the Grantor and acquired, established, dedicated, or devoted for public utility purposes. Nothing in this Agreement shall preclude Grantee's use of private easements as set forth in 47 U.S.C. §541(a)(2).
- 1.35 **Record** means written or graphic materials, however produced or reproduced, or any other tangible permanent record, to the extent related to the enforcement or administration of this Agreement.
- 1.36 **Quarterly or Quarter** means the standard calendar periods of January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31, unless otherwise specified in this Agreement.
- 1.37 **School** means any accredited educational institution, public or private, including, but not limited to, primary and secondary Schools.
- 1.38 **Section** means a provision of this Agreement, unless specified as part of another document.
- 1.39 **Signal** means any electrical or light impulses carried on the Cable System, whether one-way or bi-directional.
- 1.40 **Streets** means the surface of any public Street, road, alley or highway, within the Grantor, used or intended to be used by the general public for general transportation purposes to

the extent the Grantor has the right to allow the Grantee to use them, and the space above and below.

- 1.41 **Subscriber** means any Person who is lawfully receiving, for any purpose or reason, any Cable Service provided by Grantee by means of, or in connection with, the Cable System.
- 1.42 **Upstream** means the transport of Signals to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

- (A) Grantor hereby grants to Grantee in the public interest a nonexclusive and revocable authorization to make lawful use of the Public Rights of Way within the Franchise Area to construct, operate, maintain, reconstruct, and repair a Cable System for the purpose of providing Cable Services and to provide a PCN for voice, video, and data, subject to the terms and conditions set forth in this Agreement.
- (B) This Agreement is intended to convey limited rights and interests only as to those Public Rights of Way, in which the Grantor has an actual interest. It is not a warranty of title or interest in any Public Rights of Way, it does not provide the Grantee any interest in any particular location within the Public Rights of Way, and it does not confer rights other than as expressly provided in the grant hereof. This Agreement does not deprive the Grantor of any powers, rights, or privileges it now has, or may acquire in the future, to use, perform work on, or regulate the use and control of the Grantor's Public Rights of Way covered by this Agreement, including without limitation, the right to perform work on its Streets, or appurtenant public works facilities, including constructing, altering, paving, widening, grading, or excavating thereof.
- (C) This Agreement authorizes Grantee to engage in providing Cable Service, as that term is defined in 47 U.S.C. Sec. 522(6) as amended, and to provide a related PCN as described in Section 12 of this Agreement. This Agreement shall not be interpreted to prevent the Grantor from imposing lawful additional conditions including additional compensation conditions for use of the Public Rights of Way should Grantee provide service other than Cable Service. Nothing herein shall be interpreted to prevent Grantee from challenging the lawfulness or enforceability of any provisions of applicable law.
- (D) Grantee promises and guarantees as a condition of exercising the privileges granted by this Agreement, that any agent, Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.

2.2 Use of Public Rights of Way

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

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

2.3 **Duration**

The term of this Agreement and all rights, privileges, obligations, and restrictions pertaining thereto shall be from the Effective Date of this Agreement through June 30, 2025, unless extended or terminated sooner as hereinafter provided.

2.4 **Effective Date**

The Effective Date of this Agreement shall be July 1, 2015 unless Grantee fails to file an unconditional written acceptance of this Agreement and post the security required hereunder by Section 5.4. Grantee shall accept this Agreement within forty-five (45) days of the Effective Date, unless the time for acceptance is extended by Grantor. In the event acceptance does not take place or the security is not posted as required hereunder, this Agreement shall be voidable at the reasonable discretion of Grantor, and any and all rights of Grantee to own or operate a Cable System within the Franchise Area under the express terms of this Agreement shall be of no force or effect.

2.5 **Franchise Nonexclusive**

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

2.6 **Grant of Other Franchises**

- (A) The Grantor reserves the right to grant additional Franchises or similar authorizations to provide video programming services via Cable Systems or similar wireline systems located in the Public Rights of Way. Grantor intends to treat wireline competitors in a nondiscriminatory manner in keeping with federal law. If the Grantor grants such an additional Franchise or authorization to use the Public Rights of Way to provide such services and Grantee believes the Grantor has done so on terms materially more favorable than the obligations under this Agreement, then the provisions of this Section 2.6 will apply.
- (B) As part of this Agreement, the Grantor and Grantee have mutually agreed that the following material Franchise terms may be used to compare Grantee's Franchise

to a wireline competitor: a 5% (five percent) Franchise fee, PEG funding, PEG Access Channels, customer service obligations, and complimentary services (hereinafter "Material Obligations"). Grantor and Grantee agree that these Material Obligations bear no relationship to the technology employed by the Grantee or a wireline competitor and as such can reasonably be expected to be applied fairly across all wireline competitors.

- (C) Within one (1) year of the adoption of a wireline competitor's Franchise or similar authorization, Grantee must notify the Grantor in writing of the Material Obligations in this Agreement that exceed the Material Obligations of the wireline competitor's Franchise or similar authorization. The Grantor shall have one hundred twenty (120) days to agree to allow Grantee to adopt the same Material Obligations provided to the wireline competitor, or dispute that the Material Obligations are different. In the event the Grantor disputes the Material Obligations are different, Grantee may bring an action in federal or state court for a determination as to whether the Material Obligations are different and as to what Franchise amendments would be necessary to remedy the disparity. Alternatively, Grantee may notify the Grantor that it elects to immediately commence the renewal process under 47 USC § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.
- (D) Nothing in this Section 2.6 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the Grantor be required to refund or to offset against future amounts due the value of benefits already received.
- (E) This provision does not apply if the Grantor is ordered or required to issue a Franchise on different terms and conditions, or it is legally unable to do so; and the relief is contingent on the new Cable Operator actually commencing provision of service in the market to its first customer. Should the new Cable Operator fail to continuously provide service for a period of six (6) months, the Grantor has the right to implement this Agreement with its original terms upon one hundred eighty (180) days' notice to Grantee.
- (F) This Section shall apply separately in the individual member units of local government who are members of the Commission. Grantee may seek to invoke the provisions of this Section only in that individual jurisdiction, not in any jurisdiction where a competitor has not secured a competitive Franchise. This Section does not apply to open video systems, nor does it apply to common carrier systems exempted from Franchise requirements pursuant to 47 U.S.C. Section 571; or to systems that serve less than 5% (five per cent) of the geographic area of the Grantor; or to systems that only provide video services via the public Internet.

2.7 Police Powers

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

Nothing in this Section shall be deemed a waiver by Grantee or the Grantor of the rights of Grantee or the Grantor under applicable law.

2.8 Relations to Other Provisions of Law

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

2.9 Effect of Acceptance

By accepting the Franchise the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Agreement; (2) agrees that it will not oppose the Grantor's intervening or other participation in any proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of this Agreement; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fees

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

3.2 Payments

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

3.3 Acceptance of Payment and Recomputation

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

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to Grantor, verified by an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, and in a form approved by Grantor, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Annual Franchise Fee Reports

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

3.6 Audit/Reviews

No more frequently than every twenty-four (24) months, upon thirty (30) days prior written notice, Grantor shall have the right to conduct an independent audit or review of Grantee's Records reasonably related to the administration or enforcement of this Agreement. The Grantor may hire an independent third party to audit or review the Grantee's financial Records, in which case the Grantee shall provide all necessary Records to the third party. All such Records shall be made available in the local offices of the Grantee, or provided in electronic format fully compatible with Grantor's software. If the audit or review shows that Franchise fees have been underpaid by four percent (4%) or more, Grantee shall reimburse Grantor the reasonable cost of the audit or review up to fifteen thousand dollars (\$15,000) within thirty (30) days of the Grantor's written demand for same. Records for audit/review purposes shall include without limitation:

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

3.7 Interest on Late Payments

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

3.8 Additional Commitments Not Franchise Fees

No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees related to Cable Services to Grantor in accordance with applicable law. Although the total sum of Franchise fee payments and additional commitments set forth elsewhere in this Agreement may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the additional commitments herein are not Franchise fees as defined under federal law, to the extent not inconsistent with applicable federal law, nor are they to be offset or credited against any Franchise fee payments due to Grantor.

3.9 Costs of Publication

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

3.10 Tax Liability

Payment of the Franchise fees under this Agreement shall not exempt Grantee from the payment of any generally applicable license, permit fee or other generally applicable fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor.

3.11 Payment on Termination

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

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

Grantor is vested with the power and right to regulate the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under state and local law, to any agent, in its sole discretion. Grantor has vested the Commission with the administration of this Agreement and Grantee is expected to rely upon, look to, communicate with and comply with the decisions and orders of the Commissions, its agents and employees on all cable matters to which the Grantor has lawfully delegated the exercise of its authority under this Agreement to the Commission during such time that Grantor is a member of the Commission.

4.2 **Rates and Charges**

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

4.3 **Rate Discrimination**

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

4.4 **Filing of Rates and Charges**

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

4.5 **Time Limits Strictly Construed**

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

4.6 **Mid-Term Performance Evaluation Session**

- (A) Grantor may hold a single performance evaluation session during the term of this Agreement. Grantor shall conduct such evaluation session.
- (B) Evaluation session shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.
- (C) Evaluation session shall deal with the Grantee's performance of the terms and conditions of this Agreement and compliance with state and federal laws and regulations.
- (D) As part of the performance evaluation session, Grantee shall submit to the Grantor a plant survey, report, or map, in a format mutually acceptable to Grantor and Grantee, which includes a description of the portions of the Franchise Area that are cabled and have all Cable Services available. Such report shall also include the number of miles and location of overhead and underground cable plant. If the Grantor has reason to believe that a portion or all of the Cable System does not meet the applicable FCC technical standards, the Grantor, at its expense,

reserves the right to appoint a qualified independent engineer to evaluate and verify the technical performance of the Cable System.

- (E) During the evaluation under this Section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to perform the evaluation subject to Section 7.2.

4.7 **Force Majeure**

For the purposes of interpreting the requirements in this Agreement, Force Majeure shall mean: an event or events reasonably beyond the ability of Grantee to anticipate and control. This includes, but is not limited to, severe weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, acts of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Grantee is not primarily responsible, fire, flood, or other acts of God, or documented work delays caused by waiting for utility providers to service or monitor utility poles to which Grantee's facilities are attached, and documented unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials or labor was reasonably beyond the control of Grantee to foresee or control.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 **Insurance Requirements**

- (A) General Requirement. Grantee must have adequate insurance during the entire term of this Agreement to protect against claims for injuries to Persons or damages to property which in any way relate to, arise from, or are connected with this Agreement or involve Grantee, its duly authorized agents, representatives, contractors, subcontractors and their employees.
- (B) Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth by the Grantor. The Grantee shall obtain policies for the following initial minimum insurance limits:
 - (1) Commercial General Liability: Three million dollar (\$3,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a four million dollar (\$4,000,000) aggregate limit; one million dollar (\$1,000,000) limit for broadcasters liability.
 - (2) Automobile Liability: Two million dollar (\$2,000,000) combined single limit per accident for bodily injury and property damage; and
 - (3) Employer's Liability: Two million dollar (\$2,000,000) limit.

5.2 **Deductibles and Self-Insured Retentions**

If Grantee changes its policy to include a self-insured retention, the Grantee shall give notice of such change to the Grantor. Grantor's approval will be given if the self-insured retention is consistent with standard industry practices. Any deductible or self-insured retention of the policies shall not in any way limit Grantee's liability to the Grantor.

- (A) Endorsements.
- (1) All policies shall contain, or shall be endorsed so that:
- (a) The Grantor, its officers, officials, employees, and duly authorized agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Agreement or applicable law, or in the construction, operation or repair, or ownership of its Cable System;
 - (b) The Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, employees, and duly authorized agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, employees, and duly authorized agents shall be in excess of the Grantee's insurance and shall not contribute to it;
 - (c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability; and
 - (d) The policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not to renew be stated by the insurance company except after forty-five (45) days prior written notice, return receipt requested, has been given to the Grantor.
- (B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with an A.M. Best's rating of no less than "A-".
- (C) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and approved by the Grantor prior to the commencement of activities associated with this Agreement. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Agreement and Grantor's ordinances and laws.

5.3 Indemnification

- (A) Scope of Indemnity. Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor and its officers, boards, commissions, duly authorized agents, and employees against any and all claims, including, but not limited to, third party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief, to the extent such liability arises out of or through the acts or omissions of the Grantee arising out of the construction, operation or repair of its Cable System regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Agreement, provided, however, the

Grantee will not be obligated to indemnify Grantor should Grantor intervene in any proceeding regarding the grant of this Agreement pursuant to Section 2.9 of this Agreement; and provided further Grantee will not be obligated to indemnify Grantor for damage or injury resulting from the negligence or willful negligence of Grantor. Without limiting in any way the Grantee's obligation to indemnify the Grantor and its officers, boards, commissions, duly authorized agents, and employees, as set forth above, this indemnity provision also includes damages and liabilities such as:

- (1) To persons or property, to the extent such liability arises out of or through the acts or omissions of the Grantee, its contractors, subcontractors, and their officers, employees, or duly authorized agents, or to which the Grantee's negligence or fault shall in any way contribute;
 - (2) Arising out of any claim for invasion of the right of privacy; for defamation of any Person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark, or patent; for a failure by the Grantee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System; or for violation of any other right of any Person, to the extent such liability arises out of or through the acts or omissions of the Grantee, provided, however, that Grantee will not be required to indemnify Grantor for any claims arising out of use of PEG Access Channels or use of PEG funds by Grantor and/or DAP;
 - (3) Arising out of Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Agreement applies, to the extent such liability arises out of or through the acts or omissions of the Grantee; and
 - (4) Arising from any third party suit, action or litigation, whether brought by a competitor to Grantee or by any other Person or entity, to the extent such liability arises out of or through the acts or omissions of the Grantee, whether such Person or entity does or does not have standing to bring such suit, action or litigation if such action (1) challenges the authority of the Grantor to issue this Agreement to Grantee; or (2) alleges that, in issuing this Agreement to Grantee, the Grantor has acted in a disparate or discriminatory manner.
- (B) **Duty to Give Notice and Tender Defense.** The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity obligation in this Section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend, settle or compromise any claims arising thereunder, and the Grantor shall cooperate fully therein. Grantee shall accept or decline the tender within thirty (30) days. Grantee shall reimburse reasonable attorney fees and costs incurred by the Grantor during the thirty (30) day period in which the Grantee accepts or declines tender. In the event that the Grantee declines defense of the claim in violation of Section 5.3, the Grantor may defend such claim and seek recovery from Grantee its expenses for reasonable attorney fees and

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

5.4 Performance Bond

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

SECTION 6. CUSTOMER SERVICE

- 6.1 Customer service obligations are set forth herein as Attachment A and are hereby incorporated by this reference.
- 6.2 Emergency Broadcast. Grantee will comply with the Emergency Alert System (EAS) as provided under applicable FCC Regulations, the Oregon State EAS Plan and the local EAS plan, if any, that applies to Grantor.
- 6.3 ADA Accessible Equipment. Grantee shall comply with the Americans with Disabilities Act ("ADA"), any amendments thereto and any other applicable federal, state or local laws or regulations. Grantee shall notify Subscribers of the availability of ADA equipment and services and shall provide such equipment and services in accordance with federal and state laws.
- 6.4 Discriminatory Practices. Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Programmers or any other Persons on the basis of race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee shall comply at all times with all other applicable federal, state or local laws, rules and regulations relating to non-discrimination.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

- (A) Grantee shall manage all of its operations in accordance with a policy of keeping its documents and Records open and accessible to Grantor. Grantor shall have access to, and the right to inspect, any books and Records of Grantee, its Parent

Corporations and Affiliated entities that are reasonably related and necessary to the administration or enforcement of the terms of this Agreement. Grantee shall not deny Grantor access to any of Grantee's Records on the basis that Grantee's Records are under the control of any Parent Corporation, Affiliated entity or a third party. Grantor may, in writing, request copies of any such Records or books and Grantee shall provide such copies within ten (10) business days of the transmittal of such request. If the requested books and Records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) business days, that Grantor inspect them at one of Grantee's local area offices. If any books or Records of Grantee are not kept in a local office, Grantee will provide or otherwise make such documents available for inspection and review at the local office within ten (10) business days.

- (B) Grantee shall provide Grantor with a sample Cable Services bill, on a monthly basis. Cable Services bills associated with complimentary services accounts provided under this Agreement shall satisfy this requirement.
- (C) Grantee shall at all times maintain and allow Grantor, with reasonable notice, access and the right to review a full and complete set of plans, Records and "as built" maps showing the approximate location of all Cable System equipment installed or in use in the Franchise Area, exclusive of electronics, Subscriber drops and equipment provided in Subscribers' homes. These maps shall be maintained in a standard format and medium consistent with Grantee's regular business practices. Grantor's review of the plans, Records, and as-built maps, provided for herein, shall occur at the Grantee's local office.
- (D) The ability for Grantor to obtain Records and information from Grantee is critical to the administration of this Agreement and the requirements herein. Therefore, Grantee's failure to comply with the requirements of this Section may result in fines as prescribed in Section 15.

7.2 **Confidentiality**

Subject to the limits of the Oregon Public Records Law, Grantor agrees to treat as confidential any books and Records that constitute proprietary or confidential information under federal or state law, to the extent Grantee makes Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under state or federal law. If Grantor believes it must release any such confidential books and Records in the course of enforcing this Agreement, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and Records marked confidential as set forth above to any Person.

7.3 Copies of Federal and State Documents

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

7.4 Complaint File and Reports

- (A) Grantee shall keep an accurate and comprehensive Record of any and all complaints regarding the operation and performance of the Cable System within the Franchise Area, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. Those Records shall be retained for three (3) years, and remain available to Grantor during Normal Business Hours.
 - (1) Grantee shall provide an executive summary report Quarterly (within forty-five (45) days of the end of the preceding Quarter) to Grantor, which shall include the following information:
 - (a) Nature and type of customer complaints.
 - (b) Number, duration, general location and customer impact of unplanned service interruptions.
 - (c) Any significant construction activities which affect the quality or otherwise enhance the service of the Cable System.
 - (d) Subscriber reports indicating the total number of Subscribers by service categories in such format as Grantee commonly prepares such reports, including Total Subscribers, Equivalent Billing Unit ("EBU") Reporting Number, Basic Tier Subscribers, and "Pay" Subscribers.
 - (e) Total disconnections and major reasons for those disconnections.
 - (f) Total number of service calls.
 - (g) Video programming changes (additions/deletions).
 - (h) A Telephone Response activity report provided in a manner consistent with the requirements of Attachment A showing Total Calls Answered within thirty (30) seconds, Average Hold Time, Percent of Calls Answered within thirty (30) Seconds, Percent of Abandoned Calls, and the Percent of Lines Available. A sample of an acceptable report pursuant to this Section is attached to this Agreement as Attachment B.

- (i) Such other information about special problems, activities, or achievements as Grantee may want to provide Grantor.
- (2) Grantor shall also have the right to request such information as appropriate and reasonable to determine whether or not Grantee is in compliance with applicable Customer Service Standards, as referenced in Attachment A. Such information shall be provided to Grantor in such format as Grantee customarily prepares reports. Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to evaluate compliance.

7.5 Inspection of Facilities

Grantor may inspect upon request any of Grantee's facilities and equipment to confirm performance under this Agreement at any time upon at least twenty-four (24) hours' notice, or, in case of an emergency, upon demand without prior notice.

7.6 False Statements

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

7.7 Report Expense

All reports and Records required under this or any other Section shall be furnished, without cost, to Grantor.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

- (A) Grantee's Cable System shall provide the widest diversity of Programming possible. Grantee shall provide at least the following broad categories of Programming to the extent such categories are reasonably available:
 - (1) Educational Programming.
 - (2) Sports.
 - (3) General entertainment (including movies).
 - (4) Children/family-oriented.
 - (5) Arts, culture and performing arts.
 - (6) Foreign language.
 - (7) Science/documentary.

- (8) Weather information.
 - (9) Programming addressed to diverse ethnic and minority interests in the Franchise Area; and
 - (10) National, state, and local government affairs.
- (B) Grantee shall not delete any broad category of Programming within its control.

8.2 Parental Control Devices

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

8.3 Leased Access Channels

Grantee shall meet the requirements for Leased Access Channels imposed by federal law.

8.4 Continuity of Service

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

SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 Management and Control of Access Channels

- (A) Grantor may authorize a DAP to control and manage the use of any and all Access Centers provided by Grantee under this Agreement, including, without limitation, the operation of Access Channels. To the extent of such designation by Grantor, as between the DAP and Grantee, the DAP(s) shall have sole and exclusive responsibility for operating and managing such Access Centers. The Grantor or its designee may formulate rules for the operation of the Public Access Channel, consistent with this Agreement; such rules shall not be designed to control the content of Public Access Programming. Nothing herein shall prohibit the Grantor from authorizing itself to be a DAP.
- (B) Grantee shall cooperate with Grantor and DAPs in the use of the Cable System and Access Centers for the provision of PEG Access.
- (C) Except as provided in this Agreement, the Grantor shall allocate Access resources to DAPs only.

- (D) The Grantee shall, at Grantee's expense, provide connection, including all necessary terminal equipment for the transmission, of all PEG Access Channels required in this Agreement to and from the Grantee's Headend and the DAP headend as of the Effective Date of this Agreement. If the Grantor designates new Access providers, or if a current DAP moves its site or location at its own instigation after the Effective Date of this Agreement, the direct costs to construct the Cable System from the new site or location to the nearest distribution point of the Cable System shall not be the responsibility of Grantee and may be funded from the PEG capital fee under Section 13 of this Agreement.

9.2 **Channel Capacity and Use**

- (A) Upon the Effective Date of this Agreement, all Access Channels provided for herein are administered by the Grantor or a DAP.
 - (1) Existing Access Channels: Grantee shall provide five (5) standard definition ("SD") Downstream Channels for distribution on Grantee's Basic Service level of Public, Educational, and Governmental Access Programming. The Channel designations of those Channels as of the Effective Date of this Agreement shall be: Channel 11; Channel 21; Channel 23; Channel 28; and Channel 30. Grantee does not relinquish its ownership of or ultimate right of control over Cable System capacity or a Channel position by initially designating it for PEG Access use.
 - (2) Throughout the term of this Agreement, Grantee shall, at Grantee's expense and free of charge to the Grantor and any DAP, provide and maintain existing Fiber Upstream links to enable character generated, pre-recorded, and live cablecasts between the Origination Points provided pursuant in Section 9.8 and any DAP headend facility to enable the distribution of PEG Access Programming to Subscribers on PEG Channels.

9.3 **Standard Definition Channels**

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

9.4 **High Definition Channels**

- (A) Within one hundred twenty (120) days of the Effective Date of this Agreement, or a later date mutually agreed upon by Grantee and Grantor, following written notice by the Grantor, Grantee shall activate one (1) of the existing Access Channels, as designated by the Grantor, in high definition ("HD") format and simultaneously carry that SD Access Channel Signal provided under Section 9.2.
- (B) Grantee shall carry all components of the HD format Access Channel Signals provided by the DAP including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. The DAP shall be

responsible for the costs associated with providing the Access Channel Signal in an HD format to the Demarcation point at the designated point of origination for the Access Channel. Grantee shall be responsible for actual costs associated with the transport and distribution of the HD Access Channel on its side of the Demarcation point, except that Grantee may offset its actual costs in an amount not to exceed Eight Thousand Dollars (\$8,000) per PEG Channel against the PEG capital fee in Section 13 for the one-time purchase of network equipment associated with the provision of HD PEG Programming.

(C) Additional HD PEG Access Channels.

- (1) No earlier than twelve (12) months after the Effective Date of this Agreement, and upon one hundred sixty (160) days written notice from Grantor, which notice may be sent prior to the twelfth (12th) month after the Effective Date, Grantee shall provide and activate one (1) more of the existing SD Access Channels provided under Section 9.2, as designated by written notice of the Grantor, in an HD format, and simultaneously carry the SD Signal of that Channel for a total of two (2) HD format Access Channels.
- (2) No earlier than four (4) years following the Effective Date of this Agreement, and upon one hundred sixty (160) days written notice from Grantor, Grantee shall provide and activate one (1) more of the existing SD Access Channels provided under Section 9.2, as designated by written notice of the Grantor, in an HD format, and simultaneously carry the SD Signal of that Channel for a total of three (3) HD format Access Channels (subject to the conditions in Section 9.4.C (3) below). The maximum number of PEG Access Channels to be provided under this Agreement after year four (4), whether in HD or SD, shall be eight (8).
- (3) Activation of the third (3rd) HD Access Channel under Section 9.4.C (2) above shall be subject to the following conditions:
 - (a) At least eighty percent (80%) of the basic tier Channels (or its equivalent tier), excluding the Access Channels, are provided in HD;
 - (b) On the SD Access Channel identified by the Grantor to be simulcast as the third (3rd) HD Channel, at least eighty percent (80%) of the Programming carried on that Access Channel is produced in HD format for the three (3) month time period prior to the notice provided under this Section; and
 - (c) On the SD Access Channel identified by the Grantor to be simulcast as the third (3rd) HD Channel, not more than fifty percent (50%) of the Access Programming content carried on that SD Access Channels is character-generated only Programming for the three (3) month time period prior to the notice provided under this Section.

(D) Grantee shall have no more than one hundred twenty (120) days from the date of the written notices in this Section 9.4 to fully activate the Access Channels from the

DAP to Subscribers in the HD format. Grantee shall verify HD Channel Signal delivery to Subscribers with the DAP. Upon request, Grantor shall provide documentation to confirm that the criteria set forth above has been met.

- (E) At such time as all other Basic Service Channels (or its equivalent tier) excluding Access Channels, are carried in HD, all remaining SD Access Channel Signals will also be carried by Grantee in HD, at which time the SD Channels will be discontinued and the maximum number of PEG Access Channels shall be five (5) HD Channels.
- (F) The Grantor acknowledges that receipt of HD format Access Channels may require Subscribers to buy or lease special equipment, or pay additional HD charges applicable to HD services. Grantee shall not be obligated to provide complimentary HD receiving equipment to institutional or courtesy accounts as a result of the obligations set forth in this Section 9.4.

9.5 Quality of SD and HD Access Channel Signals.

The Grantee shall not unreasonably discriminate against SD and HD Access Channels with respect to accessibility, functionality and to the application of any applicable FCC Rules and Regulations, including without limitation Subpart K Channel Signal standards. With respect to Signal quality, Grantee shall not be required to carry an Access Channel in a higher quality format than that of the Channel Signal delivered to Grantee, but Grantee shall distribute the Access Channel Signal without degradation. There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD Signals so long as the requirements of this Agreement are otherwise met. Grantee may implement HD carriage of PEG Access Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a Signal quality for the Subscriber that is reasonably comparable and functionally equivalent to similar commercial HD Channels carried on the Cable System. In the event the Grantor believes and provides evidence that Grantee fails to meet this standard, Grantor will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner. Disputes under this Section 9.5 shall be addressed through the Franchise enforcement procedures set forth in Section 15. Upon reasonable written request by a DAP, Grantee shall verify that Access Channel Signal delivery to Subscribers is consistent with the requirements of this Section 9.5.

9.6 Relocation of Access Channels

Grantee shall make reasonable efforts to coordinate the cablecasting of all Programming on the Cable System on the same Channel designations as such Programming is currently cablecast in the Franchise Area as set forth in Section 9.2 herein. If at any time during the duration of this Agreement, Grantee reassigns the location of an Access Channel on its Cable System, Grantee shall provide at least sixty (60) days advance notice to the Grantor and the DAP (s). Grantee shall make "best efforts" in the event of Channel relocation, to place the Access Channels within reasonable proximity from the Channel location for network affiliate. Grantee shall also make "best efforts" to assign the HD PEG Access Channel a number near the other HD local broadcast stations if such Channel positions are not already taken, or if that is not possible, near HD news/public affairs Programming Channels if such Channel positions are not already taken, or if not possible, as reasonably close as available Channel numbering will allow. Grantee shall ensure that Subscribers are notified of such reassignment in accordance with the notice requirements in Attachment A that include its customer messaging function, for at least fifteen (15) days prior to the change and fifteen (15) days after the change. In conjunction with any

reassignment of any SD Access Channels, Grantee shall provide either (1) a reimbursement up to Five Thousand Dollars (\$5,000) to the Grantors collectively or the Commission for actual costs associated with the change, or (2) Nine Thousand Dollars (\$9,000) of in-kind airtime on advertiser supported Channels to the Grantors collectively or the Commission for the purpose of airing multiple thirty (30) second public service announcements produced by DAP. The Grantor shall cooperate with the DAP and Grantee for such airing. All reimbursement, whether in cash or in-kind, shall be paid or provided on a per-event basis, regardless of the number of Channels affected by the change.

9.7 Access Interconnections

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

9.8 Origination Points

- (A) The existing Origination Points listed in Attachment C I will remain available, at the expense of Grantee, for use by the DAP to enable the distribution of PEG Access Programming on the Cable System during the term of this Agreement.
- (B) The additional permanent Origination Points required by the Grantor or DAP listed in Attachment C II shall be provided by Grantee within ninety (90) days following receipt of written notice from Grantor, at the expense of Grantee.
- (C) The additional Origination Points that may be required by the Grantor or a DAP at the future public sites listed on Attachment CIII, shall be provided by Grantee within ninety (90) days following receipt of written notice from Grantor, at the expense of Grantee, up to a distance of one hundred twenty-five (125) feet from Grantee's existing outside plant facilities provided that Grantee can reach the Demarcation point using (1) existing conduit, (2) conduit provided by Grantor, or (3) an aerial connection. Grantor shall be responsible for any additional actual connection costs beyond the one hundred twenty-five (125) feet. Such additional costs may be paid for from the PEG capital fee in Section 13.
- (D) Additional permanent Origination Points requested by the Grantor or DAP in writing shall be provided by Grantee as soon as reasonably possible at the expense of Grantor or DAP. Such costs may be paid for from the PEG capital fee in Section 13.
- (E) There shall be no charge to the Grantor, to the Commission, to any other DAP, or to any other Person for the use of the Upstream Capacity from the program origination locations described in this Section, so long as the transmissions are designed for re-routing and distribution on any PEG Channel(s).

9.9 Changes in Technology

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

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

9.10 Technical Quality

The Grantee shall maintain all Upstream and Downstream Access services, Programming and Interconnections at the same level of technical quality and reliability required by this Agreement and all other applicable laws, rules and regulations. Grantee shall provide routine maintenance and shall repair and replace all transmission equipment, including transmitters/receivers, associated cable and equipment in use upon the Effective Date of this Agreement, necessary to carry a quality Signal to and from Demarcation at Grantor's or DAP's facilities.

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

To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital Channel guide, Grantee will allow Grantor or the DAP to make arrangements with the Channel guide vendor to make detailed Programming listings available on the guide. The Grantor or DAP will be solely responsible for providing the program information to the vendor in the format and timing required by the vendor and shall bear all costs of this guide service. The cost for this service may be funded by the PEG capital fee as set forth in Section 13.

SECTION 10. GENERAL STREET USE AND CONSTRUCTION

10.1 Construction

- (A) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Agreement, Grantee may perform all construction and maintenance necessary for the operation of its Cable System. All construction and maintenance of any and all facilities within the Public Rights of Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Except as permitted in Section 10.1(D), prior to performing any construction or maintenance in the Public Rights of Way, Grantee shall apply for, and obtain, all necessary permits. Grantee shall pay, prior to issuance, all applicable fees of the requisite construction permits and give appropriate notices to any other Cable Operators, licensees or permittees of the Grantor, or other units of government owning or maintaining pipes, wires, conduits or other facilities which may be affected by the proposed excavation.
- (B) All construction shall be performed in compliance with this Agreement, all applicable Grantor ordinances and codes, and any permit issued by the Grantor. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, Cable Operators, and permittees so as to reduce as far as possible the number of Street cuts.

- (C) Grantor shall have the right to inspect all construction or installation work performed within the Franchise Area as it shall find necessary to ensure compliance with the terms of this Agreement, other pertinent provisions of law, and any permit issued by the Grantor.
- (D) In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits as soon as reasonably practicable but in no event later than forty-eight (48) hours after discovery of the emergency. Grantee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permit or license fees.
- (E) Whenever possible, to avoid additional wear and tear on the Public Rights of Way, Grantee shall utilize existing poles and conduit. Grantee may charge for use of the conduit consistent with all applicable laws. Notwithstanding the foregoing, this Agreement does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person without their permission. Copies of agreements for use of poles, conduits or other utility facilities must be provided upon request by the Grantor upon demonstrated need and subject to protecting Grantee's proprietary information from disclosure to third parties.

10.2 Location of Facilities

Grantee shall comply with the requirements of Oregon Utility Notification Center ORS 757.542-757.562 and ORS 757.993 (2009) (penalty for violation of utility excavation notification provisions), and applicable rules and regulations promulgated thereunder in OAR Chapter 952 relating to Oregon Utility Notification Center.

10.3 Relocation

- (A) Relocation for Grantor.
 - (1) Grantor shall have the right to require Grantee to change the location of any part of Grantee's Cable System within the Public Rights of Way when the public convenience requires such change, and the expense thereof shall be paid by Grantee (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party). Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by Grantor due to Grantee's delay. If Grantor requires Grantee to relocate its facilities located within the Public Rights of Way, Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights of Way.
 - (2) If public funds, which Grantor received, are available to any other user of the Public Rights of Way (except for Grantor) for the purpose of defraying the cost of relocating or removing facilities and Grantee relocates or removes its facilities as required by Grantor under this Agreement, the Grantor shall notify Grantee of such funding and will consider reimbursing Grantee for such costs to the extent permitted or allowed by the funding

source or applicable state law and to the extent other users of the Public Rights of Way are provided such funds.

- (B) Relocation by Grantor. The Grantor may remove, replace, modify or disconnect Grantee's facilities and equipment located in the Public Right of Way or on any other property of the Grantor in the case of fire, disaster, or other emergency, provided that Grantor shall be responsible for any damage to Grantee's facilities as a result of Grantor's negligence or gross negligence in performing work under this Section. The Grantor shall attempt to provide notice to Grantee prior to taking such action and shall, when feasible, provide Grantee with the opportunity to perform such action.
- (C) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation or repair of the facilities or equipment of another Franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee and such other Franchise holder shall determine how costs associated with the removal or relocation required herein shall be allocated.
- (D) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must pay the expense of such temporary changes, and Grantee may require the permit holder to pay the full amount in advance.

10.4 **Restoration of Public Rights of Way**

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

10.5 Maintenance and Workmanship

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

10.6 Reservation of Grantor Public Rights of Way

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

10.7 Use of Conduits by Grantor

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

10.8 Public Rights of Way Vacation

If any Public Right of Way or portion thereof used by Grantee is vacated by Grantor during the term of this Agreement, unless Grantor specifically reserves to Grantee the right to continue its installation in the vacated Public Right of Way, Grantee shall, without delay or expense to Grantor, remove its facilities from such Public Right of Way, and restore, repair or reconstruct the Public Right of Way where such removal has occurred, and place the Public Right of Way in such condition as may be required by Grantor. In the event of failure, neglect or refusal of Grantee,

after thirty (30) days' notice by Grantor, to restore, repair or reconstruct such Public Right of Way, Grantor may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by Grantor, shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation, and failure to make such payment shall be considered a material violation of this Agreement.

10.9 Discontinuing Use of Facilities

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

10.10 Hazardous Substances

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

10.11 Undergrounding of Cable

- (A) Where all utility lines are installed underground at the time of Cable System construction, or when such lines are subsequently placed underground, all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor or Subscribers, to the extent permitted by law and applicable safety codes. Cable must be installed underground where: (1) all existing utility lines are placed underground, (2) statute, ordinance, policy, or other regulation of an individual

Grantor or Commission requires utility lines to be placed underground, or (3) all overhead utility lines are placed underground.

- (B) Related Cable System equipment such as pedestals must be placed in accordance with applicable code requirements and underground utility rules; provided, however, nothing in this Agreement shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, pedestals, power supplies, or other related equipment. In areas where electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the reasonable additional cost in excess of aerial installation.
- (C) For purposes of this Section 10.11, "utility lines" and "utility wiring" does not include high voltage electric lines.

10.12 Tree Trimming

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

10.13 Construction, Building and Zoning Codes

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

10.14 Standards

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

SECTION 11. SYSTEM DESIGN AND STANDARDS

11.1 Subscriber Network

- (A) As of the Effective Date of this Agreement, the Cable System utilizes a Fiber to the node architecture serving no more than fifteen hundred (1,500) Subscribers per node. All active electronics are 750 MHz capable equipment, or equipment of higher bandwidth. Grantee agrees to maintain and improve upon this architecture as demand requires.
- (B) Grantee's Subscriber network shall, at all times, meet or exceed the minimum system design and performance specifications required by the FCC.

11.2 Test and Compliance Procedures

- (A) Upon request, Grantee shall advise Grantor of schedules and methods for testing the Cable System on a regular basis to determine compliance with the provisions of applicable FCC technical standards. Representatives of Grantor may witness tests, and written test reports may be made available to Grantor upon request.
- (B) As required by FCC Rules, Grantee shall conduct proof of performance tests and cumulative leakage index tests designed to demonstrate compliance with FCC requirements. Grantee shall provide Grantor summary written reports of the results of such tests.

11.3 Standby Power

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, to the node, rated for at least two (2) hours duration. In addition, throughout the term of this Agreement, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours.

SECTION 12. INSTITUTIONAL NETWORK SERVICES.

12.1 History

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

12.2 Grantee Responsible for Providing Institutional Network Service

- (A) Grantee or an Affiliate shall be fully responsible for and at all times shall operate, repair, maintain, manage and ensure provision of the Managed Services to all eligible PCN Users in accordance with the terms of the Master Services Agreement and all attachments and amendments, including the First Amendment

and the Rate Card, copies of which are attached hereto as Attachment D (collectively the "MSA") and the provisions of this Section 12. The parties agree that regardless of whether Grantee or an Affiliate provides the Managed Services, these Managed Services comprise an institutional network required under this Agreement as authorized by Section 611 of the Cable Act, and Grantee is ultimately responsible for the provision, operation and management of the Managed Services pursuant to the MSA. During the term of this Agreement, Grantee shall not terminate nor legally challenge the requirement to provide the Managed Services as provided in the MSA.

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

12.3 **Master Services Agreement**

Subject to the transition plan set forth in Section 12.4 below, Grantee, or its Affiliate, shall at all times provide the Managed Services to PCN Users in accordance with an executed MSA. Grantee shall not offer, and shall not cause any Affiliate to offer, to any PCN User or eligible PCN User a Managed Services agreement other than the MSA. Where the MSA conflicts with any term or condition of this Agreement, the MSA shall prevail. If Grantor or any PCN User terminates in any manner the Managed Services provided under its MSA prior to the expiration date of this Agreement, such termination shall not affect any other rights or obligations under this Agreement or obligate Grantee to provide any other managed network or institutional network services to Grantor or any PCN User.

12.4 **Transition/Upgrade to Master Services Agreement**

- (A) Prior to any transition of a PCN User to services under the MSA, Grantee shall continue providing PCN services to PCN Users as agreed to under its existing Grantor-approved PCN User contract. Grantee or its Affiliate shall transition PCN Users to Managed Services under the MSA within twenty four (24) months from the Effective Date of this Agreement, but shall implement rates consistent with the Rate Card no later than January 1, 2016. This will include an upgrade of current Grantee supplied equipment at PCN User sites at no cost to PCN Users that sign contracts with a term greater than one (1) year.
- (B) Grantee shall develop a proposed transition plan that shall be provided to a current PCN User no later than three (3) months prior to the proposed transition date. The PCN User shall have thirty (30) days to review and comment on the proposed plan. Upon receipt of any comments from the PCN User on the proposed transition plan, Grantee shall confer with the PCN User and shall provide a mutually agreed upon transition plan to such User no later than thirty (30) days prior to the transition. If the PCN User does not comment on the proposed transition plan, the date of the transition shall be that set forth in the proposed plan.
- (C) For network cutover and transition work that will result in service outages, Grantee shall schedule the work between the hours of 12:00 a.m. and 5:00 a.m., or at another time agreed to in writing by the affected PCN Users. Grantee shall provide shorter windows for those cutover activities that can be performed in less than two

(2) hours. When scheduled work has the potential to use the full five (5) hour window, Grantee will clearly communicate this to affected PCN Users.

12.5 Breach of the Master Service Agreement

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

12.6 Grantor/User Meetings

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

12.7 Annual Report to Grantor

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

12.8 Security

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

SECTION 13. PEG ACCESS AND PCN GRANT FUND

Grantee shall support the continued viability of Institutional Network and Public, Educational and Government (PEG) Programming, through the following funding:

13.1 Fund Payments

During the term of this Agreement, Grantee agrees to collect and pay Grantor Eighty Cents (\$0.80) per Subscriber, per month to support the Capital equipment and facility needs of PEG Access and the Grantor institutional network (previously known as the PCN), which funds shall be used in accordance with applicable federal law. Nothing in this Section 13 shall be viewed as a waiver of Grantor's rights to use the funds provided to Grantor in this Section 13.1 for any lawful purpose permitted under applicable federal law. Grantee shall make such payments Quarterly, following the Effective Date of this Agreement, for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days after the end of each Quarter.

13.2 Annual Grant Award Report

- (A) Grantor shall provide a report annually to the Grantee on the use of the funds provided by to the Grantor under this Section. Reports shall be submitted to the Grantee within one hundred twenty (120) days of the close of Grantor's fiscal year.

- (B) Grantee may reasonably review Records of the Grantor (and of the DAP) related to the use of funds in such reports to confirm that funds are used in accordance with federal law and this Agreement. Grantee will notify the Grantor in writing at least thirty (30) days prior to the date of such a review and identify the relevant financial Records of Grantor (and the DAP) that Grantee wants to review. The time period of the review shall be for the fund payments received no more than thirty-six (36) months prior to the date the Grantee notifies Grantor of its intent to perform a review. The Grantor shall make such Records available for inspection and copying during normal business hours at the office of the Grantor (or the DAP).

13.3 **PEG Access Not Franchise Fees**

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

SECTION 14. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

14.1 **Equivalent Service**

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

14.2 **Service Availability**

- (A) **Service to New Subdivisions.** Grantee shall provide Cable Service in new subdivisions upon the earlier of either of the following occurrences: 1) Within sixty (60) days of the time when foundations have been installed in fifty (50) percent of the dwelling units in any individual subdivision; or 2) Within thirty (30) days following a request from a resident. For purposes of this Section, a receipt shall be deemed to be made on the signing of a service agreement, receipt of funds by the Grantee, receipt of a written request by Grantee, or receipt by Grantee of a verified verbal request.
- (B) Grantee shall provide such service:
 - (1) With no line extension charge except as specifically authorized elsewhere in this Agreement.

- (2) At a nondiscriminatory installation charge for a standard installation, consisting of a drop no longer than one hundred twenty five (125) feet, with additional charges for non-standard installations computed according to a nondiscriminatory methodology for such installations, adopted by Grantee and provided in writing to Grantor; and at nondiscriminatory monthly rates for residential Subscribers, subject to federal law.
- (C) Required Extensions of Service. Whenever the Grantee shall receive a request for service from at least ten (10) residences within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such potential Subscribers at no cost to said Subscribers for Cable System extension, other than the usual connection fees for all Subscribers within ninety (90) days, provided that such extension is technically feasible, and if it will not adversely affect the operation of the Cable System.
- (D) Customer Charges for Extensions of Service. No potential Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a potential Subscriber's request to locate a cable drop underground, existence of more than one hundred twenty-five (125) feet of distance from distribution cable to connection of service to such Subscriber, or a density of less than ten (10) residences per one thousand three hundred twenty (1,320) cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and potential Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per one thousand three hundred twenty (1320) cable-bearing strand feet of its trunks or distribution cable and whose denominator equals ten (10) residences. Subscribers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscriber be paid in advance.
- (E) Enforcement. Failure to meet these standards shall subject Grantee to enforcement actions on a per Subscriber basis in Section 15.

14.3 Connection of Public Facilities

As a voluntary initiative, Grantee shall, at no cost to Grantor, provide one (1) outlet of basic and digital economy tier (or its functional equivalent) Programming to public use buildings, as designated by the Grantor, and all libraries and Schools. Those portions of buildings housing prison/jail populations shall be excluded from this requirement. In addition, Grantee agrees to provide, at no cost, one (1) outlet of basic and digital economy tier (or its functional equivalent) Programming to all such future public buildings if the drop line to such building does not exceed one hundred and twenty five (125) cable feet or if Grantor or other agency agrees to pay the incremental cost of such drop line in excess of one hundred twenty five (125) feet, including the cost of such excess labor and materials. Outlets of basic and digital economy tier (or its functional equivalent) Programming provided in accordance with this subsection may be used to distribute Cable Service throughout such buildings, provided such distribution can be accomplished without

causing Cable System disruption and general technical standards are maintained. Cost for any additional outlets shall be the responsibility of Grantor.

SECTION 15. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE

15.1 Procedure for Remedying Franchise Violations

- (A) If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.
- (B) The Grantor must provide written notice of a violation. Upon receipt of notice, the Grantee will have a period of thirty (30) days to cure the violation or thirty (30) days to present to the Grantor a reasonable remedial plan. The Grantor shall, with Grantee's consent, decide whether to accept, reject, or modify the remedial plan presented by the Grantee. Fines shall be assessed only in the event that either a cure has not occurred within thirty (30) days or the Grantor rejects the remedial plan. The procedures provided in Section 15 shall be utilized to impose any fines. The date of violation will be the date of the event and not the date Grantee receives notice of the violation provided, however, that if Grantor has actual knowledge of the violation and fails to give the Grantee the notice called for herein, then the date of the violation shall be no earlier than ten (10) business days before the Grantor gives Grantee the notice of the violation. Grantee shall have thirty (30) calendar days from the date of receipt of such notice to:
 - (1) Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and requesting a hearing in accordance with subsection (E) below, or;
 - (2) Cure the violation, or;
 - (3) Notify Grantor that Grantee cannot cure the violation within the thirty (30) days, and notify the Grantor in writing of what steps the Grantee shall take to cure the violation, including the Grantee's projected completion date for such cure. In such case, Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection (C) below.
- (C) In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor shall, within thirty (30) days of Grantor's receipt of such notice, set a hearing. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. In the event such plan and completion date are determined by mutual consent to be reasonable, the same may be approved by the Grantor, who may waive all or part of the fines for such extended cure period in accordance with the criteria set forth in subsection (G) below.
- (D) In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (C), the Grantor shall set a hearing to determine what fines, if any, shall be applied.

- (E) In the event that the Grantee contests the Grantor's assertion that a violation has occurred, and requests a hearing in accordance with subsection (B)(1) above, the Grantor shall set a hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what fines shall be applied.
- (F) In the case of any hearing pursuant to this Section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee shall be provided an opportunity to be heard, examine Grantor's witnesses, and to present evidence in its defense. The Grantor may also hear any other Person interested in the subject, and may provide additional hearing procedures as Grantor deems appropriate.
- (G) The fines set forth in Section 15.2 of this Agreement may be reduced at the discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:
 - (1) Whether the violation was unintentional;
 - (2) The nature of the harm which resulted;
 - (3) Whether there is a history of prior violations of the same or other requirements;
 - (4) Whether there is a history of overall compliance, and/or;
 - (5) Whether the violation was voluntarily disclosed, admitted or cured.
- (H) If, after the hearing, Grantor determines that a violation exists, Grantor may use one or more of the following remedies:
 - (1) Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;
 - (2) Establish the amount of fine set forth in Section 15.2, taking into consideration the criteria provided for in subsection (G) of this Section as appropriate in Grantor's discretion;
 - (3) Revoke this Agreement, and/or;
 - (4) Pursue any other legal or equitable remedy available under this Agreement or any applicable law.
- (I) Fines shall not be imposed in an amount in excess of seventy-five thousand dollars (\$75,000) for the Grantors collectively within any twelve (12) month consecutive period.
- (J) The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor or its designee, provided that any such final determination shall be subject to review by a court of competent jurisdiction under applicable law.

15.2 Fines

- (A) Failure to comply with provisions of this Agreement may result in injury to Grantor. Grantor and Grantee recognize it will be difficult to accurately estimate the extent of such injury. Therefore, the financial penalty provisions of this Agreement are intended as a reasonable forecast of compensation to the Grantors collectively for the harm caused by violation of this Agreement, including but not limited to administrative expense, legal fees, publication of notices, and holding of a hearing or hearings as provided herein.
- (1) For violating aggregate performance telephone answering standards for a Quarterly measurement period:
- (a) \$10,000 for the first such violation;
 - (b) \$20,000 for the second such violation, unless the violation has been cured;
 - (c) \$30,000 for any and all subsequent violations, unless the violation has been cured;
- A cure is defined as meeting the Subscriber telephone answering standards for two (2) consecutive Quarterly measurement periods;
- (2) For violation of applicable Subscriber service standards where violations are not measured in terms of aggregate performance standards: \$250 per violation, per day;
- (3) For all other violations of this Agreement, except as otherwise provided herein, (for example, but not limited to, Record submissions under Section 7): \$250/day for each violation for each day the violation continues.
- (B) The fines set forth in Section 15.2(A) may be reduced at the sole discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of violation as reflected by one or more of the following factors:
- (a) whether the violation was unintentional;
 - (b) the nature of the harm which resulted;
 - (c) whether there is a history of prior violations of the same or other requirements;
 - (d) whether there is a history of overall compliance, and/or;
 - (e) whether the violation was voluntarily disclosed, admitted or cured.
- (C) Collection of Fines. The collection of fines by the Grantor shall in no respect affect:
- (1) Compensation owed to Subscribers; or

- (2) The Grantee's obligation to comply with all of the provisions of this Agreement or applicable law; or
- (3) Other remedies available to the Grantors provided, however, that collection of fines shall be the exclusive remedy for the Grantors for the particular incident or for the particular time period for which it is imposed other than reasonable attorney fees and costs, if applicable. If the violation continues beyond the particular time period, Grantor shall have the right to pursue other remedies under this Agreement.

15.3 **Revocation**

- (A) Should Grantor seek to revoke the Franchise after following the procedures set forth in Section 15.1, Grantor shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event Grantor has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. Grantor shall cause to be served upon Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- (B) At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of Grantor, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.
- (C) Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter Grantor shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by Grantee. Grantor shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to Grantee to effect any cure. If Grantor determines that the Franchise shall be revoked, Grantor shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of Grantor to an appropriate court, which shall have the power to review the decision of Grantor. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Grantor.
- (D) Grantor may, at its sole discretion, take any lawful action which it deems appropriate to enforce Grantor's rights under the Agreement in lieu of revocation of the Franchise.

15.4 **Relationship of Remedies**

- (A) Remedies are Non-exclusive. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the

exercise of another remedy, or the exercise of any rights of the Grantor at law or equity, provided that the cumulative remedies may not be disproportionate to the magnitude and severity for the breach for which they are imposed except as otherwise provided in Section 15.2. By way of example and not limitation, the collection of fines by Grantor shall in no respect affect:

- (1) Refunds or credits owed to Subscribers; or
 - (2) Grantee's obligation to comply with the provisions of this Agreement or applicable law.
- (B) No Election of Remedies. Without limitation, the withdrawal of amounts from the Grantee's performance bond, or the recovery of amounts under the insurance, indemnity or penalty provisions of this Agreement shall not be construed as any of the following: an election of remedies; a limit on the liability of Grantee under the Agreement for fines or otherwise, except as provided in Section 15.2; or an excuse of faithful performance by Grantee.

15.5 **Removal**

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

15.6 **Receivership and Foreclosure** Grantor and Grantee acknowledge that the following paragraphs may not be applicable or are subject to the jurisdiction of the bankruptcy court.

- (A) At the option of Grantor, subject to applicable law, this Agreement may be revoked one-hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless:
- (1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment, or;
 - (2) The receiver(s) or trustee(s) have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all violations under the Agreement. Additionally, the receiver(s) or trustee(s) shall have executed an agreement duly approved by the court having jurisdiction, by which the

receiver(s) or trustee(s) assume and agree to be bound by each and every term and provision of this Agreement.

- (B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Agreement shall be revoked thirty (30) days after service of such notice, unless:
- (1) Grantor has approved the transfer of this Agreement, in accordance with the procedures set forth in this Agreement and as provided by law; and
 - (2) The purchaser has agreed with Grantor to assume and be bound by all of the terms and conditions of this Agreement.

15.7 No Recourse Against Grantor

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

15.8 Nonenforcement By Grantor

Grantee is not relieved of its obligation to comply with any of the provisions of this Agreement by reason of any failure of Grantor to enforce prompt compliance. Grantor's forbearance or failure to enforce any provision of this Agreement shall not serve as a basis to stop any subsequent enforcement. The failure of the Grantor on one or more occasions to exercise a right or to require compliance or performance under this Agreement or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

SECTION 16. ABANDONMENT

16.1 Effect of Abandonment

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

16.2 What Constitutes Abandonment

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

SECTION 17. FRANCHISE RENEWAL AND TRANSFER

17.1 Renewal

- (A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of Grantee's Agreement shall be governed by and comply with the provisions of the Cable Act (47 USC § 546), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.
- (B) In addition to the procedures set forth in the Cable Act, the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this Section to be consistent with the express provisions of the Cable Act.

17.2 Transfer of Ownership or Control

- (A) The Cable System and this Agreement shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity, without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.
- (B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise on the acquisition or accumulation by any Person or group of Persons of ten percent (10%) of the shares or the general partnership interest in the Grantee, except that this sentence shall not apply in the case of a transfer to any Person or group already owning at least a ten percent

(10%) interest of the shares or the general partnership interest in the Grantee. Every change, transfer or acquisition of control of the Grantee shall make this Agreement subject to revocation unless and until the Grantor shall have consented thereto.

- (C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.
- (D) The Grantor shall render a final written decision on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.
- (E) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee.
- (F) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Agreement by Grantee.
- (G) The consent or approval of the Grantor to any transfer by the Grantee shall not constitute a waiver or release of any rights of the Grantor, and any transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Agreement.
- (H) Notwithstanding anything to the contrary in this Section, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Agreement or Cable System for cable television system usage to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all provisions of the Agreement. No consent shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

SECTION 18. SEVERABILITY

If any Section, subsection, paragraph, term, or provision of this Agreement or any ordinance, law, or document incorporated herein by reference is held by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such holding shall be confined in its operation to the Section, subsection, paragraph, term, or provision directly involved in the controversy in which

such holding shall have been rendered, and shall not in any way affect the validity of any other Section, subsection, paragraph, term, or provision hereof. Under such a circumstance the Grantee shall, upon the Grantor's request, meet and confer with the Grantor to consider amendments to this Agreement. The purpose of the amendments shall be to place the parties, as nearly as possible, in the position that they were in prior to such determination, consistent with applicable law. In the event the parties are unable to agree to a modification of this Agreement within sixty (60) days, either party may (1) seek appropriate legal remedies to amend this Agreement, or (2) shorten this Agreement to thirty-six (36) months, at which point either party may invoke the renewal procedures under 47 U.S.C. § 546. Each party agrees to participate in up to sixteen (16) hours of negotiation during the sixty (60) day period.

SECTION 19. MISCELLANEOUS PROVISIONS

19.1 Preferential or Discriminatory Practices Prohibited

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

19.2 Dispute Resolution

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

19.3 Notices

- (A) Throughout the term of this Agreement, Grantee shall maintain and file with Grantor a designated legal or local address for the service of notices by mail. A copy of all notices from Grantor to Grantee shall be sent, postage prepaid, to such address and such notices shall be effective upon the date of mailing. At the Effective Date of this Agreement, such addresses shall be:

Comcast of Oregon, II, Inc.
Attn: Government Affairs
9605 SW Nimbus Ave
Beaverton, OR 97008

with copy to:

Attn : West Division/Government Affairs
15815 25th Ave West
Lynnwood, WA 98087

- (B) All notices to be sent by Grantee to Grantor under this Agreement shall be sent, postage prepaid, and such notices shall be effective upon the date of mailing. At the Effective Date of this Agreement, such address shall be:

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

19.4 Binding Effect

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

19.5 Authority to Amend

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

19.6 Governing Law

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

19.7 Guarantee

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

19.8 Captions

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

19.9 Entire Agreement

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

19.10 Construction of Agreement

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

Agreed to this _____ day of _____, 2015

COMCAST OF OREGON II, INC.

METROPOLITAN AREA
COMMUNICATIONS COMMISSION

By: _____

Division President

By: _____
Bruce Crest
Administrator

Attachment A CUSTOMER SERVICE

These standards shall apply to Grantee to the extent it is providing Cable Services over the Cable System in the Franchise Area. This Attachment A sets forth the minimum customer service standards that the Grantee must satisfy.

1. Definitions

- (A) Normal Business Hours mean those hours during which most similar businesses in the Franchise Area are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.
- (B) Normal Operating Conditions: Those service conditions that are within the control of the Grantee, as defined under 47 C.F.R. § 76.309(c)(4)(ii). Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.
- (C) Respond: The start of Grantee's investigation of a Service Interruption by receiving a Subscriber call, and opening a trouble ticket, and begin working, if required.
- (D) Service Call: The action taken by Grantee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- (E) Service Interruption. The loss of picture or sound on one or more cable Channels.
- (F) Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.
- (G) Standard Installation: Installations where the Subscriber is within one hundred twenty five (125) feet of trunk or feeder lines.

2. Telephone Availability

- (A) Grantee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Grantee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and such representatives shall be available to receive all other inquiries at least forty-five (45) hours per week including at least one night per week and/or some weekend hours. Grantee representatives shall identify themselves by name when answering this number.
- (B) Grantee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by

the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Agreement by Grantee.

- (C) Grantee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if Subscribers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. Grantee may reasonably substitute this requirement with another method of handling calls from Subscribers who do not have touch-tone telephones.

- (D) Under Normal Operating Conditions, calls received by the Grantee shall be answered within thirty (30) seconds during Normal Business Hours. The Grantee shall meet this standard for ninety percent (90%) of the calls it receives at call centers receiving calls from Franchise Area Subscribers, as measured on a cumulative Quarterly calendar basis. Measurement of this standard shall include all calls received by the Grantee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.
- (E) Under Normal Operating Conditions, callers to the Grantee shall receive a busy signal no more than three (3%) percent of the time during any calendar Quarter.
- (F) Forty-five (45) days following the end of each Quarter, the Grantee shall report to Grantor, the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:
 - (1) Percentage of calls answered within thirty (30) seconds as set forth in subsection 2(D) of this Attachment A; and
 - (2) Percentage of time Subscribers received a busy signal when calling the Grantee's service center as set forth in Section 2(E) of this Attachment A.
- (G) At the Grantee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Grantee shall notify Grantor of such a change not less than thirty (30) days in advance.

3. **Installations and Service Appointments**

- (A) All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding/bonding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Grantee-supplied equipment and Cable Service.
- (B) The Standard Installation shall be performed within seven (7) business days of Subscriber request. Grantee shall meet this standard for ninety-five percent (95%)

of the Standard Installations it performs, as measured on a calendar quarter basis, excluding those requested by the Subscriber outside of the seven (7) day period.

- (C) Grantee shall provide Grantor with a report forty-five (45) days following the end of the Quarter, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to Grantor for review upon reasonable request.
- (D) At Grantee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Grantee shall notify Grantor of such a change not less than thirty (30) days in advance.
- (E) Grantee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At Grantee's discretion, Grantee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber.
 - (1) Grantee may not cancel an appointment window with a customer after the close of business on the business day prior to the scheduled appointment.
 - (2) If Grantee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.
- (F) Grantee must provide for the pick up or drop off of equipment free of charge in one of the following manners: (i) by having a Grantee representative go to the Subscriber's residence, (ii) by using a mailer, or (iii) by establishing a local business office within the Franchise Area. If requested by a mobility-limited Subscriber, the Grantee shall arrange for pickup and/or replacement of converters or other Grantee equipment at Subscriber's address or by a satisfactory equivalent.

4. **Service Interruptions and Outages**

- (A) Grantee shall promptly notify Grantor of any Significant Outage of the Cable Service.
- (B) Grantee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, Grantee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after Grantor and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, Grantee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m., which may interrupt

service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual Subscriber notice.

- (C) Grantee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.
- (D) Under Normal Operating Conditions, Grantee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:
 - (1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls about Service Interruptions in the Service Area.
 - (2) Grantee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or Grantor of a Cable Service problem.
- (E) Under Normal Operating Conditions, Grantee shall complete Service Calls within seventy-two (72) hours of the time Grantee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.
- (F) Grantee shall meet the standard in Section 4(E) of this Attachment A for ninety percent (90%) of the Service Calls it completes, as measured on a Quarterly basis.
- (G) Grantee shall provide Grantor with a report within forty-five (45) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period, not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section 4.G. Subject to consumer privacy requirements, underlying activity will be made available to Grantor for review upon reasonable request. At the Grantee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. The Grantee shall notify the Grantor of such a change at least thirty (30) days in advance.
- (H) At Grantee's option, the above measurements may be changed for calendar quarters to billing or accounting quarters one time during the term of this Agreement. Grantee shall notify Grantor of such a change at least thirty (30) days in advance.
- (I) Under Normal Operating Conditions, Grantee shall provide a credit upon Subscriber request when all Channels received by that Subscriber experience the loss of picture or sound for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Grantee to verify the problem if requested by Grantee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

- (J) Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, Grantee shall issue a credit upon request to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit upon request to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Grantee, provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

5. **Subscriber Complaints Referred by Grantor**

Under Normal Operating Conditions, Grantee shall begin investigating Subscriber complaints referred by Grantor within twenty-four (24) hours. Grantee shall notify Grantor of those matters that require more than seventy-two (72) hours to resolve, but Grantee must make all necessary efforts to resolve those complaints within ten (10) business days of the initial complaint. Grantor may require Grantee to provide reasonable documentation to substantiate the request for additional time to resolve the problem. Grantee shall inform Grantor in writing, which may be by an electronic mail message, of how and when referred complaints have been resolved within a reasonable time after resolution. For purposes of this Section 5 of this Attachment A, "resolve" means that Grantee shall perform those actions, which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

6. **Billing**

- (A) Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Grantee shall without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes, PEG capital fees, and/or other governmental-imposed fees. Grantee shall maintain records of the date and place of mailing of bills.
- (B) Every Subscriber with a current account balance sending payment directly to Grantee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.
- (C) A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Section 6(B) of this Attachment A.
- (D) Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved, provided that:
 - (1) The Subscriber pays all undisputed charges;
 - (2) The Subscriber provides notification of the dispute to Grantee within five (5) days prior to the due date; and

- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
- (4) It shall be within Grantee's sole discretion to determine when the dispute has been resolved.
- (E) Under Normal Operating Conditions, Grantee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.
- (F) Grantee shall provide a telephone number and address clearly and prominently on the bill for Subscribers to contact Grantee.
- (G) Grantee shall forward a copy of any rate-related or customer service-related billing inserts or other mailings related to Cable Service, but not promotional materials, sent to Subscribers, to Grantor.
- (H) Grantee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Grantee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of Grantee, the payment alternative may be limited.

7. Deposits, Refunds and Credits

- (A) Grantee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to Grantee, or 3) who rent Subscriber equipment from Grantee, so long as such deposits are applied on a non-discriminatory basis. The deposit Grantee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit Grantee may charge for Subscriber equipment is the cost of the equipment which Grantee would need to purchase to replace the equipment rented to the Subscriber.
- (B) Grantee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one (1) year and provided the Subscriber has demonstrated good payment history during this period. Grantee shall pay interest on other deposits if required by law.
- (C) Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).
- (D) Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

- (E) Bills shall be considered paid when appropriate payment is received by Grantee or its authorized agent. Appropriate time considerations shall be included in Grantee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

8. Rates, Fees and Charges

- (A) Grantee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Grantee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Grantee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect Grantee's equipment (for example, a dog chew).
- (B) Grantee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice. Such late fees are subject to ORS 646.649.
- (C) All of Grantee's rates and charges shall comply with applicable law. Grantee shall maintain a complete current schedule of rates and charges for Cable Services on file with the Grantor throughout the term of this Agreement.

9. Disconnection/Denial of Service

- (A) Grantee shall not terminate Cable Service for nonpayment of a delinquent account unless Grantee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.
- (B) Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service Interruption was reported by the Subscriber.
- (C) Nothing in these standards shall limit the right of Grantee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to Grantee's equipment, abusive and/or threatening behavior toward Grantee's employees or representatives, or refusal to provide credit history information or refusal to allow Grantee to validate the identity, credit history and credit worthiness via an external credit agency.
- (D) Charges for Cable Service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by Grantee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Grantee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the

Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by Grantee. For purposes of this subsection 9(D) of this Attachment A, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from Grantee and to receive Cable Service or other multi-channel video service from another Person or entity.

10. Communications with Subscribers

- (A) All Grantee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of Grantee shall wear a clearly visible identification card bearing their name and photograph. Grantee shall make reasonable efforts to account for all identification cards at all times. In addition, all Grantee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of Grantee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Grantee vehicles shall have Grantee's logo plainly visible. The vehicles of those contractors and subcontractors working for Grantee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to Grantee.
- (B) All contact with a Subscriber or potential Subscriber by a Person representing Grantee shall be conducted in a courteous manner.
- (C) Grantee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by Grantee may be referred to Grantor. A copy of the annual notice required under this subsection 6.10(C) of this Attachment A will be given to Grantor at least fifteen (15) days prior to distribution to Subscribers.
- (D) Grantee shall provide the name, mailing address, and phone number of Grantor on all Cable Service bills in accordance with 47 C.F.R. §76.952(a).
- (E) All notices identified in this Section 10 shall be by either:
 - (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or
 - (2) A separate electronic notification.
- (F) Grantee shall provide reasonable notice to Subscribers and Grantor of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including Channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of Grantee. If the change is not within Grantee's control, Grantee shall provide an explanation to Grantor of the reason and expected length of delay. Grantee shall provide a copy of the notice to Grantor including how and where the notice was given to Subscribers.
- (G) Grantee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Section 10(E), at least thirty (30) days prior

to making significant changes in the information required by this Section if within the control of Grantee:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by Grantee related to Cable Service;
- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address, and telephone number of Grantor, but with a notice advising the Subscriber to initially contact Grantee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Grantee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of Grantee's office to which complaints may be reported.

A copy of notices required in this Section 10(G) will be given to Grantor at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of Grantee and as soon as possible if not with the control of Grantee.

- (H) Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.
- (I) Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific Channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the Channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.
- (J) Every notice of termination of Cable Service shall include the following information:
 - (1) The name and address of the Subscriber whose account is delinquent;
 - (2) The amount of the delinquency for all services billed;

- (3) The date by which payment is required in order to avoid termination of Cable Service; and
 - (4) The telephone number for Grantee where the Subscriber can receive additional information about their account and discuss the pending termination.
- (K) Grantee will comply with privacy rights of Subscribers in accordance with federal, state, and local law, including 47 U.S.C. §551.

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

To: _____ From: _____

TELEPHONE ANSWERING ACTIVITY	1 st Qtr Total	2 nd Qtr Total	3 rd Qtr Total	4 th Qtr Total
TOTAL CALLS ANS'D W/IN 30 SECS.				
AVERAGE HOLD TIME (measured in seconds)				
% ANS W/IN 30 SECS.				
% ABANDONED				
% LINES AVAILABLE				
SUBSCRIBERS				
TOTAL SUBSCRIBERS				
EBU REPORTING #				
HOMES PASSED				
DIGITAL (including EBUs)				
TOTAL TRAD. PAYS				
(HBO, Showtime, The Movie Channel, Cinemax)				
TOTAL DISCO's				
TECH DISCO's				
NON-PAY DISCO's				
CONSTRUCTION ACTIVITY				
NEW HOMES PASSED				
MARKETABLE PASSINGS				
TECHNICAL ACTIVITY				
SERVICE CALLS				
OUTAGES				
TOTAL TIME OUT FOR OUTAGES				
AVERAGE DURATION OF OUTAGES				

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

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

**Attachment C I
EXISTING LIVE ORINATION SITES**

Beaverton City Hall
12725 SW Millikan Way
Beaverton, OR 97005

Beaverton Police/Courts Headquarters
4755 SW Griffith Drive
Beaverton, OR 97076

Washington County Public Services Bldg.
155 N. First Ave.
Hillsboro, OR 97123

Hillsboro Civic Center
150 E. Main St.
Hillsboro, OR 97123

Lake Oswego City Hall
380 "A" Ave
Lake Oswego, OR 97034

Tigard City Hall
13125 SW Hall Blvd
Tigard, OR 97223

Forest Grove Auditorium
1915 Main St.
Forest Grove, OR 97116

Pacific University
2043 College Way
Forest Grove, OR 97116

West Linn City Hall
22500 Salamo Road
West Linn, OR 97068

West Linn-Wilsonville School District 3JT
22210 SW Stafford Road
Tualatin, OR 97062

Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045

**- Attachment C II
New Public Meeting Sites -**

Cornelius City Hall
1310 N. Adair
Cornelius, OR 97113

PCC Rock Creek – Event Center
17705 NW Springville Rd.
Portland, OR 97229

Tualatin Hospital Auditorium
335 SE 8th Ave.
Hillsboro, OR 97123

Tualatin Valley Water District Board Room
1850 SW 170th Ave.
Beaverton, OR 97006

COH Brookwood Library Auditorium/Community Meeting Room
2850 Brookwood Parkway
Hillsboro, OR 97124

- New Community Event Sites -

COH Civic Center Courtyard
150 E. Main St.
Hillsboro, OR 97123

**Attachment C III
Future Public Sites –**

Beaverton Performing Arts Center

Tualatin Council Building

Attachment D
MASTER SERVICE AGREEMENT AND ATTACHMENTS

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)		
MSA ID#: OR-401816-ETorg	MSA Term:60 months	Account Name:MACC
CUSTOMER INFORMATION		
Primary Contact: Bruce Crest	Primary Contact Address Information	
Title:	Address 1:	
Phone: (503) 645-7365	Address 2:	
Cell:	City:	
Fax:	State:	
Email: bruce.crest@maccor.org	Zip Code:	

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), , and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy") located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)	
Signature:	
Name:	
Title:	
Date:	
COMCAST USE ONLY (by authorized representative)	
Signature:	Sales Rep: Eric Torgeson
Name:	Sales Rep Email: eric_torgeson@cable.comcast.com
Title:	Region: Portland
Date:	Division: West

FIRST AMENDMENT

to

Comcast Enterprise Services Master Services Agreement No. OR-401816-ETorg

This First Amendment (“Amendment”) is concurrently entered into on _____ (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. OR-401816-etorg (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and _____ (“Customer”). In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. The Definition for “Confidential Information” as set forth in the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Confidential Information: To the extent permitted by law, all information regarding either Party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential” or which reasonably should be known by the receiving party to be proprietary or confidential information. Confidential Information shall not include, even if marked, the Agreement, rate information, discount information, network operation information (about outages and planned maintenance) and invoices, as well as the Parties’ communications regarding such items.”

2. Article 1 of the General Terms and Conditions is hereby modified to read as follows:

“Comcast may change or modify its acceptable use policies and privacy policies from time to time (“Revisions”) by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have sixty (60) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer’s use of the Service(s). If after notice Comcast is unable to reasonably mitigate the Revision’s impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer’s sole and exclusive remedy.”

3. Article 9.1 of the General Terms and Conditions is hereby modified to read as follows:

“Disclosure and Use. To the extent permitted by law, all Confidential Information disclosed by either Party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party’s employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. Notwithstanding anything to the contrary in this Agreement, all of Customer’s obligations under this Agreement are subject to the Oregon Public Records Laws, ORS 192.410-192.505. Customer may disclose Confidential Information to the extent disclosure is required by Oregon Public Records Laws, court order or government order.”

4. Article 9.3 of the General Terms and Conditions is hereby modified to reads as follows:

“Publicity. The Agreement provides no right to use any Party’s or its affiliates’ trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.”

5. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

“Non-Appropriation of Funds. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local or state agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated (“Termination”) by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this “Non-Appropriation of Funds” provision, neither Party shall have any further obligation to the other Party, including any applicable Termination Charges (whether in the PSA(s) or Sales Orders) excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid construction charges accounted for in the applicable Sales Order, all of which are to be paid by Customer to Company within thirty (30) days from the Company provided invoice date. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term.”

6. The “Service Level Agreement (SLA)” provision set forth in Schedule A-2 of the Comcast Enterprise Services Product-Specific Attachment for Ethernet Transport Services (“ETS PSA”) is hereby modified to read as follows:

“Company’s liability for any Service Interruption (individually or collectively, “Liability”), shall be limited to the amounts set forth in the Tables below. For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports to Company an interruption in the portion of the Service, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Company is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer’s account on a per-month basis exceed 50% of the total monthly recurring charge (“MRC”) associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment. The foregoing notwithstanding, in accordance with this SLA provision, upon Customer opening a trouble ticket, Comcast will provide credits for any verifiable degradation in Services, (to include non-performance against transit delay, jitter, or packet loss).”

7. Paragraph 2b of the SLA is hereby modified to read as follows:

“b. Maintenance. Comcast’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum forty eight (48) hour notice for non-service impacting maintenance. Comcast provides a minimum of seven (7) days’ notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, Off-Net Service may be performed without advance notice to Customer.”

8. The following provision is hereby added and incorporated into the ETS PSA to read as follows:

“Customer may elect to reduce the contracted bandwidth at up to 5% of the total Service Location(s), or, terminate Services at up to three (3) total Service Location(s), whichever is greater, without incurring any Termination Charges, penalties or price modifications.”

9. The rates set forth in Exhibit A to this First Amendment shall apply to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

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Exhibit A to Attachment D (II)

Ethernet Network Services - Port and Bandwidth						
Bandwidth	1 Year		3 Year		5 Year	
	Monthly	Install	Monthly	Install	Monthly	Install
10Mbps	\$300.00	\$1,500.00	\$300.00	\$0.00	\$300.00	\$0.00
100Mbps	\$621.60	\$1,500.00	\$480.00	\$0.00	\$360.00	\$0.00
200Mbps	\$884.10	\$1,500.00	\$684.00	\$0.00	\$513.00	\$0.00
300Mbps	\$957.95	\$1,500.00	\$741.00	\$0.00	\$555.75	\$0.00
400Mbps	\$1,027.95	\$1,500.00	\$795.00	\$0.00	\$596.25	\$0.00
500Mbps	\$1,101.80	\$1,500.00	\$852.00	\$0.00	\$639.00	\$0.00
600Mbps	\$1,171.80	\$1,500.00	\$906.00	\$0.00	\$679.50	\$0.00
700Mbps	\$1,245.65	\$1,500.00	\$963.00	\$0.00	\$722.25	\$0.00
800Mbps	\$1,315.65	\$1,500.00	\$1,017.00	\$0.00	\$762.75	\$0.00
900Mbps	\$1,389.85	\$1,500.00	\$1,074.00	\$0.00	\$805.50	\$0.00
1Gbps	\$1,459.85	\$1,500.00	\$1,128.00	\$0.00	\$846.00	\$0.00
2Gbps	\$2,067.10	\$1,500.00	\$1,587.00	\$0.00	\$1,190.25	\$0.00
3Gbps	\$2,374.05	\$1,500.00	\$1,824.00	\$0.00	\$1,368.00	\$0.00
4Gbps	\$2,755.20	\$1,500.00	\$2,118.00	\$0.00	\$1,588.50	\$0.00
5Gbps	\$3,021.90	\$1,500.00	\$2,331.00	\$0.00	\$1,748.25	\$0.00
6Gbps	\$3,225.95	\$1,500.00	\$2,481.00	\$0.00	\$1,860.75	\$0.00
7Gbps	\$3,749.20	\$1,500.00	\$2,892.00	\$0.00	\$2,169.00	\$0.00
8Gbps	\$4,647.30	\$1,500.00	\$3,585.00	\$0.00	\$2,693.75	\$0.00
9Gbps	\$5,763.45	\$1,500.00	\$4,446.00	\$0.00	\$3,334.50	\$0.00
10Gbps	\$7,935.20	\$1,500.00	\$6,114.00	\$0.00	\$4,585.50	\$0.00

All Pricing Stated Will Include Premium Service Levels For All Circuits

Ethernet Virtual Private Line - Spoke - Port and Bandwidth						
Bandwidth	1 Year		3 Year		5 Year	
	Monthly	Install	Monthly	Install	Monthly	Install
10Mbps	\$300.00	\$1,500.00	\$300.00	\$0.00	\$300.00	\$0.00
100Mbps	\$621.60	\$1,500.00	\$480.00	\$0.00	\$360.00	\$0.00
200Mbps	\$884.10	\$1,500.00	\$684.00	\$0.00	\$513.00	\$0.00
300Mbps	\$957.95	\$1,500.00	\$741.00	\$0.00	\$555.75	\$0.00
400Mbps	\$1,027.95	\$1,500.00	\$795.00	\$0.00	\$596.25	\$0.00
500Mbps	\$1,101.80	\$1,500.00	\$852.00	\$0.00	\$639.00	\$0.00
600Mbps	\$1,171.80	\$1,500.00	\$906.00	\$0.00	\$679.50	\$0.00
700Mbps	\$1,245.65	\$1,500.00	\$963.00	\$0.00	\$722.25	\$0.00
800Mbps	\$1,315.65	\$1,500.00	\$1,017.00	\$0.00	\$762.75	\$0.00
900Mbps	\$1,389.85	\$1,500.00	\$1,074.00	\$0.00	\$805.50	\$0.00
1Gbps	\$1,459.85	\$1,500.00	\$1,128.00	\$0.00	\$846.00	\$0.00
2Gbps	\$2,067.10	\$1,500.00	\$1,587.00	\$0.00	\$1,190.25	\$0.00
3Gbps	\$2,374.05	\$1,500.00	\$1,824.00	\$0.00	\$1,368.00	\$0.00
4Gbps	\$2,755.20	\$1,500.00	\$2,118.00	\$0.00	\$1,588.50	\$0.00
5Gbps	\$3,021.90	\$1,500.00	\$2,331.00	\$0.00	\$1,748.25	\$0.00
6Gbps	\$3,225.95	\$1,500.00	\$2,481.00	\$0.00	\$1,860.75	\$0.00
7Gbps	\$3,749.20	\$1,500.00	\$2,892.00	\$0.00	\$2,169.00	\$0.00
8Gbps	\$4,647.30	\$1,500.00	\$3,585.00	\$0.00	\$2,693.75	\$0.00
9Gbps	\$5,763.45	\$1,500.00	\$4,446.00	\$0.00	\$3,334.50	\$0.00
10Gbps	\$7,935.20	\$1,500.00	\$6,114.00	\$0.00	\$4,585.50	\$0.00

Ethernet Virtual Private Line - Hub Site - Port only						
Port Speed	1 Year		3 Year		5 Year	
	Monthly	Install	Monthly	Install	Monthly	Install
10/100Mbps	\$100.00	\$1,500.00	\$75.00	\$0.00	\$50.00	\$0.00
1Gbps	\$250.25	\$1,500.00	\$195.00	\$0.00	\$146.25	\$0.00
10Gbps	\$787.50	\$1,500.00	\$600.00	\$0.00	\$450.00	\$0.00

Ethernet Private Line - 2 Ports and Bandwidth			
	1 Year	3 Year	5 Year

Exhibit A to Attachment D (II)

Bandwidth	Monthly	Install	Monthly	Install	Monthly	Install
10Mbps	\$400.00	\$1,500.00	\$350.00	\$0.00	\$300.00	\$0.00
100Mbps	\$625.10	\$1,500.00	\$483.00	\$0.00	\$362.25	\$0.00
200Mbps	\$1,052.80	\$1,500.00	\$816.00	\$0.00	\$612.00	\$0.00
300Mbps	\$1,095.50	\$1,500.00	\$849.00	\$0.00	\$636.75	\$0.00
400Mbps	\$1,138.20	\$1,500.00	\$882.00	\$0.00	\$661.50	\$0.00
500Mbps	\$1,180.90	\$1,500.00	\$915.00	\$0.00	\$686.25	\$0.00
600Mbps	\$1,223.95	\$1,500.00	\$948.00	\$0.00	\$711.00	\$0.00
700Mbps	\$1,266.65	\$1,500.00	\$981.00	\$0.00	\$735.75	\$0.00
800Mbps	\$1,309.35	\$1,500.00	\$1,014.00	\$0.00	\$760.50	\$0.00
900Mbps	\$1,352.05	\$1,500.00	\$1,047.00	\$0.00	\$785.25	\$0.00
1Gbps	\$1,398.95	\$1,500.00	\$1,083.00	\$0.00	\$812.25	\$0.00
2Gbps	\$2,819.60	\$1,500.00	\$2,160.00	\$0.00	\$1,620.00	\$0.00
3Gbps	\$3,192.70	\$1,500.00	\$2,448.00	\$0.00	\$1,836.00	\$0.00
4Gbps	\$3,675.00	\$1,500.00	\$2,820.00	\$0.00	\$2,115.00	\$0.00
5Gbps	\$4,347.70	\$1,500.00	\$3,339.00	\$0.00	\$2,504.25	\$0.00
6Gbps	\$5,288.85	\$1,500.00	\$4,065.00	\$0.00	\$3,048.75	\$0.00
7Gbps	\$6,218.45	\$1,500.00	\$4,782.00	\$0.00	\$3,336.50	\$0.00
8Gbps	\$7,194.60	\$1,500.00	\$5,535.00	\$0.00	\$4,151.25	\$0.00
9Gbps	\$8,205.40	\$1,500.00	\$6,315.00	\$0.00	\$4,736.25	\$0.00
10Gbps	\$9,135.00	\$1,500.00	\$7,032.00	\$0.00	\$5,274.00	\$0.00
Ethernet Private Line - 2 Ports and Bandwidth via EoHFC (Coax)						
4Mbps	\$293.30	\$1,000.00	\$266.00	\$500.00	\$239.40	\$0.00
6Mbps	\$363.60	\$1,000.00	\$329.00	\$500.00	\$296.10	\$0.00
8Mbps	\$400.00	\$1,000.00	\$350.00	\$500.00	\$300.00	\$0.00

All Pricing Stated Will Include Premium Service Levels For All Circuits

NOTES:

- ◆ No charge for installation and construction for current PCN lit sites as of 3/1/15 if 3 or 5 year terms are selected for all sites per contract.
- ◆ Installation charge required for current PCN sites as of 3/1/15 with selection of 1 year term
- ◆ For new sites not identified in current PCN Invoicing, the following Installation charges apply:
 - 10 to 500 Mb -
 - Installation charges will be on an Individual Case Basis
 - 500 Mb to 1000 Mb -
 - no charge for construction costs for under 500 ft.
 - 50% of construction costs charged for 500-1000 ft.
 - 100% of construction costs for 1000 ft or more.
 - 1000 Mb or greater bandwidth -
 - no construction costs for under 1000 ft.
 - 50 % of construction costs charged for greater than 1000 ft.
- ◆ All Ethernet Network Interfaces included in the pricing tables are commensurate with subscribed bandwidth. (e.g. 1000M EVC w/ 1000M ENI)
- ◆ By MEF design, an Ethernet Virtual Private Line's service multiplexed hub bandwidth equals the aggregate of its remote sites
- ◆ Selection of an upgraded Ethernet Network Interface adds the Monthly Rate listed below to the MRC for any given interface

Default Physical Interface	Upgraded Physical Interface	Additional Monthly Rate		
		1 year	3 year	5 year
100BaseTX	1000BaseT 1000BaseSX 1000BaseLX	\$192.50	\$150.00	\$112.50
1000BaseT 1000BaseSX 1000BaseLX	10GBaseSR 10GBaseLR	\$537.25	\$405.00	\$303.75

- ◆ Pricing as proposed above requires purchase of all sites and does not include any local, state or federal taxes, fees or other charges. Individual sites may be purchased separately but will require a new pricing proposal. Tax exemption certificates
- ◆ Taxes, Surcharges, and Other Similar Charges (Miscellaneous)
Description: Taxes, surcharges, and other similar charges refer generally to additional fees that are a necessary component of the cost of a product or service.
- ◆ Eligibility: Federal taxes, state taxes, and other similar, reasonable charges incurred in obtaining eligible
- ◆ Telecommunications Services, Internet Access, and Internal Connections are eligible. Such eligible charges include reasonable administrative recovery by a service provider for participation in the Universal Service Support mechanism. Administrative cost added by parties other than the service provider, are not eligible.

**COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS**

VERSION: 1.2

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, these Enterprise Services General Terms and Conditions ("General Terms and Conditions"), the then current Product-Specific Attachment for each ordered Service ("PSA"), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions ("Amendment(s)"), and each Sales Order accepted by Comcast under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Enterprise Services Master Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed

Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer's provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Revenue Commitment: A commitment by Customer to purchase a minimum volume of Service during an agreed term, as set forth in a Sales Order.

Sales Order: A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only. Services available under this Agreement are identified on the Website.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT TERMS

Comcast may change or modify the Agreement, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice Comcast is able to verify such adverse affect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and

maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

2.5 Ownership, Impairment and Removal of Network.

The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

2.6 Customer-Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT.

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based

services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that

such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment which Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Comcast during the term referenced on the Master Service Agreement Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the

Services, any and all applicable Termination Charges, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A. Comcast shall disconnect the applicable Service;
- B. Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C. If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any);
- D. Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and

E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

**ARTICLE 6. LIMITATION OF LIABILITY;
DISCLAIMER OF WARRANTIES; WARNINGS**

6.1 Limitation of Liability.

A, THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY

LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast,

including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in

strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the

same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This

Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

ATTACHMENT IDENTIFIER: Ethernet Transport, Version 1.5

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Transport Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Off-Net" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers.

"On-Net" means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network, or via a hybrid fiber coax network ("On-Net HFC"), as available through Comcast.

"Services" means Ethernet Transport Services.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Transport Services. A further description of these Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

On-Net Service shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the On-Net HFC and Off-Net Services are available in a number of Comcast markets. For information on service availability, call 866-429-0152.

ARTICLE 3. REGULATORY APPROVAL; TRAFFIC MIX

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be jurisdictionally interstate. Customer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Customer's failure to properly represent or certify the jurisdictional nature of its use of Service.

ARTICLE 4. CUSTOM INSTALLATION FEE

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order.

ARTICLE 5. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 6. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Performance Standards" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the specifications set forth in Schedule A-1 hereto; or (C) the date on which Customer first uses the Service.

ARTICLE 7. TERMINATION CHARGES; PORTABILITY; UPGRADES

7.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twelve (12) months.

7.2 Termination Charges for On-Net Services.

A. In the event On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall, pursuant to Article 3.2 of the General Terms and Conditions, also pay any third-party charges, incurred by Comcast as a result of the early termination of service by the Customer.

7.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer (a) as a result of Comcast's failure to provision Service within the intervals specified in Article 5 of this attachment or (b) as a result of Comcast's material and uncured breach in accordance with Article 5.2 of the General Terms and Conditions.

7.4 Portability. Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (i.e., having different termination points on Comcast's network) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

7.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (A) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service; (B) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (C) Customer submits a Sales Order to Comcast for the Upgraded Service and that order is accepted by Comcast; (D) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (E) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

ARTICLE 8. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 9. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT

The technical specifications and performance standards applicable to the Service are set forth in Schedule A-1 hereto. The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto.

COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES

SCHEDULE A-1
SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS
COMCAST ETHERNET TRANSPORT SERVICES

Ethernet Transport Version 1.5

Comcast's Ethernet Transport Services ("Service(s)") will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

Definitions

1. **Latency.** Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a 30 day period.
2. **Jitter.** Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a 30 day period.
3. **Packet Loss.** Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI over a 30 day period.

Service Descriptions

1. **Ethernet Network Service (ENS).** ENS enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) or Wide Area Network (WAN) as if they are on the same Local Area Network (LAN). The service provides VLAN transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS offers three Classes of Service (CoS), as described below. The service is offered with 10/100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments starting at 1Mbps. The ENS Service is not available over On-Net HFC.
2. **Ethernet Private Line (EPL).** EPL service enables customers to connect their Customer Premises Equipment (CPE) using an Ethernet interface. EPL service enables customers to use any VLANs or Ethernet control protocol across the service without coordination with Comcast. EPL service provides one Ethernet Virtual Connection (EVC) between two customer locations. EPL offers three Classes of Service (CoS), as described below. EPL service is offered with 10/100Mbps, 1Gbps, or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps.
3. **Ethernet Virtual Private Line (EVPL).** EVPL service provides an Ethernet Virtual Connection (EVC) between two customer locations similar to Ethernet Private Line service but supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at a customer's hub or aggregation site. The service multiplexing capability is not available at sites served by the Comcast On-Net HFC. EVPL offers three Classes of Service (CoS), as described below. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100Mbps, 1Gbps, or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps.

4. Off-Net Service Limitations. The above categories of Service are available as Off-Net Services, with the following limitations:

- Only available with Basic CoS;
- 10Gbps Ethernet UNIs are not available with Off-Net Services;
- Service multiplexing capability is not available on Off-Net EVPL UNIs;
- When ordering 10/100Mbps Off-Net Ethernet UNIs, speed increments may only be ordered in increments of 10 Mbps, up to a maximum size of 90Mbps; when ordering 1 Gbps Off-Net Ethernet UNIs, speed increments may only be ordered in increments of 100Mbps, up to a maximum size of 900Mbps

Ethernet Virtual Circuit (EVC) Area Types

Comcast Ethernet Transport Services are available both within and between certain major metropolitan areas throughout the United States. Each EVC is assigned an EVC Area Type based upon the locations of respective A and Z locations.

- a. Metro. EVC enables connectivity between customer locations within a Comcast defined Metro.
- b. Regional. EVC enables connectivity between customer locations that are in different Comcast defined Metro's, but within Comcast defined geographic Regions.
- c. Continental. EVC enables connectivity between customer locations that are in different Comcast defined geographic Regions.

Technical Specifications and Performance Standards for Services

1. **User-to-Network Interface.** The Services provides the bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
10 Mbps	10BaseT	1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000BaseT or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1000 Mbps	25,000,000

Figure 1: Available UNI Interface types and CBS values for different CIR Increments

2. **Class of Service (CoS) Options.** As set forth in Figure 2, Comcast Ethernet Transport Services are available with three different classes of service. The CoS options allow for differentiated service performance levels for different types of network traffic. CoS is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to each CoS. The performance metrics associated with each CoS are set forth in Attachment A-1.1 to the Product-Specific Attachment for Ethernet Service.

EVC Area Type	On-Net Fiber	On-Net HFC	Off-Net
Metro	Basic, Priority & Premium	Basic & Priority	Basic
Regional	Basic, Priority & Premium	Basic	Basic
Continental	Basic, Priority & Premium	Basic	Basic

Figure 2: Available CoS options by Access Type and EVC Area Type

3. **CoS Identification and Marking.** If a customer only implements a single CoS solution, they are not required to mark their packets using 802.1p CoS values. All packets, tagged or untagged, will be mapped into the subscribed CoS. If a customer implements a multi-CoS solution or for EVPL ports with service multiplexing, they must mark all packets using C-tag 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. For multi-CoS solutions, untagged packets will be treated as if they are marked with a 0. Packets with other 802.1p values are mapped to the lowest subscribed CoS. In this case, C-tag VLAN ID values are not relevant as long as they are tagged with a VLAN ID in the range 1 to 4094. For EVPL ports with service multiplexing, untagged packets will be discarded and C-tag VLAN ID values are used to map traffic to applicable EVC's.

CoS	802.1p
Premium	5
Priority	2-3
Basic	0-1

Figure 3: CoS Marking

4. **Traffic Management.** Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings. Traffic management policies associated with Off-Net Services will conform to the policies enforced by the third-party service provider.

5. **Maximum Frame Size.** Services delivered On-Net support a Maximum Transmission Unit (MTU) packet size of 1600 bytes to support untagged or 802.1Q tagged packet sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB). For Services delivered On-Net HFC, frame sizes may not exceed 1518 MTU size (1522 with a single VLAN tag). All frames that exceed specifications shall be dropped. For Off-Net Services, MTU may vary by third-party provider.

6. **Customer Traffic Transparency.** All fields within customers Ethernet frames (unicast, multicast and broadcast, except L2CP) from the first bit of payload are preserved and transparently transported over UNI to UNI, as long as they are mapped into the EVC.

7. **Ethernet Service Frame Disposition.** Different types of Ethernet frames are processed differently by the Service. Frames may pass unconditionally through the network or may be limited as in the case of broadcast, unknown unicast and multicast frames to ensure acceptable service performance. Refer to Figure 7 for Comcast's service frame disposition for each service frame type.

Service Frame Type	EPL Frame Delivery	EVPL Frame Delivery	ENS Frame Delivery
Unicast	All frames delivered unconditionally	Frames delivered conditionally	All frames delivered unconditionally
Multicast	All frames delivered unconditionally	Frames delivered conditionally	Frames delivered conditionally
Broadcast	All frames delivered	Frames delivered	Frames delivered

	unconditionally	conditionally	conditionally
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Figure 7: Service Frame Delivery Disposition

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Ethernet Transport Version 1.5

Comcast's Ethernet Transport Services is backed by the following Service Level Agreement ("SLA"):

Definitions:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Transport Services PSA or the General Terms and Conditions.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means a complete loss of signal that renders the Service unusable.

Service Level Agreement (SLA)

Company's liability for any Service Interruption (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below. For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports to Company an interruption in the portion of the Service, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Company is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

TABLE 1: SLA for On-Net Services provided over a fiber optic network (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 2: SLA for On-Net Services provided over On-Net HFC (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 3: SLA for Off-Net Services (99.95% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 20 minutes	None
At least 20 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

On-Net Service Monitoring, Technical Support and Maintenance

1. Network Monitoring. Comcast monitors On-Net Services on a 24x7x365 basis.

2. **Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Enterprise Technical Support (ETS) center that operates on a 24x7x365 basis. Comcast provides technical support for service related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

- a. Escalation. Reported troubles are escalated within the Comcast Business Services Network Operations Center (BNOc) to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Comcast BNOc as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.
- b. Maintenance. Comcast's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum forty eight (48) hour notice for non-service impacting maintenance. Comcast provides a minimum of seven (7) days' notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, Off-Net Service may be performed without advance notice to Customer.

3. Comcast provides certain Comcast Equipment for provisioning its services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering Services. Customers are required to shape their egress traffic to the Committed Information Rate ("CIR") identified in the Sales Order. Comcast will be excused from paying SLA credits if the Service Interruption is the result of Customer's failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services.

Performance Standards

"Performance Standards" are set forth in Schedule A-1 to the Product-Specific Attachment for Ethernet Service.

Response and Restoration Standards

Comcast has the following response and restoration objectives:

CATEGORY	TIME INTERVAL	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

Emergency Blocking

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**Attachment A-1.1
PERFORMANCE OBJECTIVES
COMCAST ETHERNET TRANSPORT SERVICES**

Ethernet Transport Version 1.5

Comcast Ethernet Transport Services are available both within and between major metropolitan areas throughout the United States. The performance objectives associated with traffic flows between any two customer sites are dependent upon the locations of respective A and Z sites.

Access Types

1. **On-Net Access.** If On-Net A and Z sites reside within the same Market, Performance Tier 1 objectives will apply. If the sites are in different markets, another Performance Tier will apply. Applicable Performance Tier will appear on/with respective Comcast Sales Order Form.
2. **Off-Net Access.** In addition to On-Net Access, Comcast enables Off-Net Access to Ethernet Transport Services via multiple third party providers. The Performance Tier for Off-Net Access is based upon the location of the Off-Net site, the location of the Network to Network Interface (NNI) between Comcast and the third party provider and the performance commitment from the third party provider. Comcast will specify applicable Performance Tier on the Comcast Sales Order Form for applicable Off-Net site. Standard Off-Net Access will have an assigned home market and will include the same performance metrics associated with On-Net connectivity within the respective market and between markets. Extended Off-Net Access provides customer with network connectivity, but at a higher performance Tier. Applicable Performance Tier will appear on/with respective Comcast Sales Order Form.

Performance Tiers

1. Performance Measurement

Comcast collects continuous in-band performance measurements for its Ethernet Transport Services. All latency, Jitter and Packet Loss Performance Metrics are based upon sample one-way measurements taken during a calendar month.

2. Performance Tier 1 (PT1) Objectives – Within Market

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	45ms	23ms	12ms
Jitter (Network Delay Variation)	20ms	10ms	2ms
Packet Loss	<1%	<0.01%	<0.001%

3. Performance Tier 2 (PT2) Objectives

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	80ms	45ms	23ms
Jitter (Network Delay Variation)	25ms	15ms	5ms
Packet Loss	<1%	<.02%	<.01%

4. Performance Tier 3 (PT3) Objectives

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	100ms	80ms	45ms
Jitter (Network Delay Variation)	30ms	20ms	10ms
Packet Loss	<1%	<.04%	<.02%

5. Performance Tier 4 (PT4) Objectives

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	120ms	100ms	80ms
Jitter (Network Delay Variation)	35ms	25ms	15ms
Packet Loss	<1%	<.05%	<.04%

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Date: August 10, 2015

A REPORT ON RESOLUTIONS AUTHORIZING THE SALE OF THE REAL PROPERTY KNOWN AS THE TIMES LITHO PROPERTY TO THE URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE AND THE PURCHASE OF THE REAL PROPERTY KNOWN AS THE TIMES LITHO PROPERTY BY THE URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE

PROJECT TEAM: Paul Downey, Administrative Services Director
Dan Riordan, Senior Planner
Jon Holan, Community Development Director
Thomas Gamble, City Manager Pro Tem

ISSUE STATEMENT: There is a need to convey the Times Litho property from the City to the Urban Renewal Agency (Agency). The Agency has been formed to promote property development within the Urban Renewal Project area. The Agency is better suited (due to tax increment resources) to achieve development of the Times Litho site and would be the appropriate body to have ownership of the property. With ownership, it allows more flexibility for negotiations by removing one body (City Council) from the process. Further, it places the cost of the land purchase with an agency financed by tax increment that can purchase the property from the City allowing the City to recoup its investment over time.

BACKGROUND: At a joint work session held on June 8th, the City Council and Agency Board discussed the possibility of transferring the property from the City to the Agency. The consensus at that work session was that there is interest to transfer the property with a note. This would allow the Agency to pay the City for the property without incurring the expense of obtaining a bond. Further, the payoff arrangements can be staged in a way to allow the Agency to reimburse the City over time but allow a sufficient cash flow for the Agency to meet other obligations and pursue other programs as established by the Urban Renewal Plan.

It is proposed by staff that the property value would be established at \$1.1 million. This would include the \$800,000 cost of the property, back taxes the City had to pay, and \$275,000 for demolition and other costs incurred or to be incurred by the City. The proposed interest rate on the loan payback would be 2.5%. This rate is in the range of ten-year US Treasury notes which are currently at about 2.25%.

Staff considered several options to structure the note repayment: 1) begin immediate repayment with interest only payments for the first three years and then principal and interest payments with note being fully paid in ten years; and 2) no payments for three years and then principal and interest payments for the next ten years with the note being fully paid in year thirteen. Staff considered these options and is recommending the first option. If no development occurs within the urban renewal area within the first three years, staff may recommend to the Council and the Agency that the repayment terms be modified to allow the Agency ability to do other projects within the Agency's boundary. The purpose of this action is to adopt resolutions by both the Council and Agency Board to implement the transfer. City Attorney's Office has drafted the documents necessary to complete the transaction.

FISCAL IMPACT: The following schedule shows the estimated effect on the City and the Agency. The City will receive the amount in the debt service column on an annual basis and the Net TI is the cash flow the Agency will have available for other activities after payment of the note and estimated administrative expenses of \$22,446 per year. The TI Estimate is the estimated property tax collection on the increment and, in year 4, the addition of the development of the Times Litho property.

	TI Estimate	Debt Service	Net TI (Estimate - Payment - Admin)
Year 1	\$43,071	\$20,625 (Interest Only) ¹	\$0
Year 2	\$91,000	\$27,500 (Interest Only) ²	\$41,054
Year 3	\$138,500	\$27,500 (Interest Only) ²	\$88,554
Year 4	\$266,934	\$175,000 (P&I)	\$69,488
Year 5	\$317,963	\$175,000 (P&I)	\$120,517
Year 6	\$370,523	\$175,000 (P&I)	\$173,077
Year 7	\$424,659	\$175,000 (P&I)	\$227,213
Year 8	\$480,419	\$175,000 (P&I)	\$282,973
Year 9	\$537,852	\$175,000 (P&I)	\$340,406
Year 10	\$597,009	\$161,754 (P&I)	\$412,809
TOTAL	\$3,276,930	\$1,287,379	\$1,756,091

STAFF RECOMMENDATION: Staff recommends: 1) the City Council approve the attached resolution to sell the Times Litho property to the Forest Grove Urban Renewal Agency authorizing the City Manager to complete the sale; and 2) the City of Forest Grove Urban Renewal Agency approve the attached Urban Renewal Agency resolution authorizing the URA Executive Director to complete the purchase.

1 Partial Year Payment
2 Annual Payment



6605 S.E. Lake Road, Portland, OR 97222
 PO Box 22109 • Portland, OR 97269-2109
 Phone: 503-684-0360 Fax: 503-620-3433
 E-mail: legals@commnewspapers.com

AFFIDAVIT OF PUBLICATION

State of Oregon, County of Washington, SS I, Charlotte Allsop, being the first duly sworn, depose and say that I am the Accounting Manager of the *Forest Grove News-Times*, a newspaper of general circulation, published at Forest Grove, in the aforesaid county and state, as defined by ORS 193.010 and 193.020, that

City of Forest Grove
Notice of Public Hearing – Transfer of City owned "Times Litho" site to URA
FGNT7523

a copy of which is hereto attached, was published in the entire issue of said newspaper for

1
 week in the following issue:
July 8, 2015

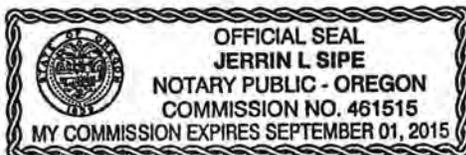
Charlotte Allsop

Charlotte Allsop, Accounting Manager
 Subscribed and sworn to before me this
 July 8, 2015.

Jerrin L. Sipe
 NOTARY PUBLIC FOR OREGON
 My commission expires *Sept 1, 2015*

Acct #298024
 PO #: 20145076

Attn: Anna Ruggles
 City of Forest Grove
 PO Box 326
 Forest Grove, OR 97116
 Size: 2 x 6.5"
 Amount Due: \$124.15*
 *Please remit to the above address.



NOTICE OF PUBLIC HEARING
FOREST GROVE CITY COUNCIL & URBAN
RENEWAL AGENCY BOARD OF DIRECTORS

TRANSFER OF CITY OWNED PROPERTY KNOWN
AS THE "TIMES-LITHO" SITE TO THE URBAN
RENEWAL AGENCY FOR REDEVELOPMENT
CONSISTENT WITH THE FOREST GROVE URBAN
RENEWAL PLAN

NOTICE IS HEREBY GIVEN that the Forest Grove City Council and Urban Renewal Agency Board of Directors will hold separate public hearings on **Monday, July 13, 2015, at 7:00 p.m.**, or thereafter, in the Community Auditorium, 1915 Main Street, Forest Grove, to consider a purchase and sale agreement between the City of Forest Grove, and Urban Renewal Agency of the City of Forest Grove, for property in the Forest Grove Town Center, known as the "Times-Litho" site. The subject property is located north of Pacific Avenue between A Street and B Street and includes the following tax lots: 1S306BB03400, 1S306BB03700, 1S306BB03702, 1S306BB03800, 1S306BB04100, 1S306BB04200, 1S306BB04300, 1S306BB04301, 1S306BB04400, 1S306BB04500. The Urban Renewal Agency Board of Directors oversees implementation of the Forest Grove Urban Renewal Plan adopted by Ordinance 2014-07 on June 23, 2014, and subsequently amended on June 22, 2015. The subject property is identified in the Forest Grove Urban Renewal Plan for potential acquisition by the Urban Renewal Agency for redevelopment consistent with the urban renewal plan.

This hearing is open to the public and interested parties are encouraged to attend. A copy of the staff report will be made available for inspection seven (7) days before the hearing. Written comments or testimony may be submitted at the hearing or sent to the attention of Daniel Riordan, Senior Planner, Community Development Department, 1924 Council Street, PO Box 326, Forest Grove, Oregon, 97116, prior to the hearing. For information about the proposal, please contact Daniel Riordan at (503) 992-3226, or via E-mail at driordan@forestgrove-or.gov.

Anna D. Ruggles, CMC, City Recorder
 City of Forest Grove
 Publish 07/08/2015.

FGNT7523

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RESOLUTION NO. 2015-61

RESOLUTION AUTHORIZING CITY MANAGER PRO TEM TO EFFECT THE SALE OF THE TIMES LITHO PROPERTY TO THE URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE AND TO ENTER INTO A PURCHASE AND SALE AGREEMENT (AND OTHER AGREEMENTS AS NECESSARY) WITH THE AGENCY

WHEREAS, the Forest Grove City Council (Council) adopted Ordinance No. 2014-05 (April 28, 2014) creating the Urban Renewal Agency of the City of Forest Grove (Agency) to act as the authorized urban renewal agency for Forest Grove consistent with ORS Chapter 457;

WHEREAS, the City of Forest Grove (City) adopted Ordinance No. 2014-07 (June 23, 2014) approving the City's Urban Renewal Plan (Plan) consistent with the requirements of ORS Chapter 457;

WHEREAS, Section VII of the approved Plan provides the Agency's Board of Directors (Board) with authority to approve certain minor amendments to the Plan;

WHEREAS, the Board at its meeting on June 22, 2015 made the Plan's first minor amendment adding the Times-Litho Block as a redevelopment site within the Plan area and authorizing the purchase thereof by the Agency for its eventual private redevelopment;

WHEREAS, the City is the current owner of property on the Times-Litho Block and is willing to sell said site to the Agency consistent with the terms of a Purchase and Sale Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Manager Pro Tem is authorized on behalf of the City of Forest Grove to enter into a Purchase and Sale Agreement with the Urban Renewal Agency of the City of Forest Grove for sale of the Times-Litho property consistent with the terms of the Purchase and Sale Agreement attached hereto as Exhibit "A".

Section 2. The City Manager is authorized to execute such additional documents as may be necessary to effect the sale of the Times-Litho property on behalf of the City as those documents may be approved by the City Attorney's office.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 10th day of August, 2015.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 10th day of August, 2015.

Peter B. Truax, Mayor

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the City of Forest Grove, an Oregon municipal corporation, ("Seller"), and the Forest Grove Urban Renewal Agency, an Oregon municipal corporation ("Buyer").

RECITALS

- A. Seller is the owner of an approximately 2.68 acre site with structures on Tax Lot Nos. 1S306BB03400, 1S306BB03701, 1S306BB03702, 1S306BB03800, 1S306BB04100, 1S306BB04200, 1S306BB04300, 1S306BB04301, 1S306BB04400, 1S306BB04500 generally referred to as the Times-Litho site, Forest Grove, Washington County Oregon, and more particularly described on the attached Exhibit A ("Property").
- B. Buyer desires to purchase from Seller and Seller desires to sell and convey to Buyer all right, title and interest in Property.
- C. The terms of this Agreement are as follows:

TERMS

- Purchase and Sale.** Seller agrees to sell and convey to Buyer not later than October 1, 2015 and Buyer agrees to purchase Property from Seller upon the terms and conditions set forth below in this Agreement.
- Purchase Price.** Property's purchase price is One Million One Hundred Thousand Dollars (\$1,100,000.00) along with simple interest at the rate of two and one half percent (2.5%) which sum is to be paid Seller by Buyer annually on or before June 15th of each year solely from tax increment revenues it receives over a ten (10) year period consistent with the following schedule:
 - The first three (3) annual payments shall be interest only payments consistent with the following:
 - Year One - Twenty Thousand Six Hundred Twenty Five Dollars (\$20,625.00)
 - Year Two - Twenty Seven Thousand Five Hundred Dollars (\$27,500.00)
 - Year Three - Twenty Seven Thousand Five Hundred Dollars (\$27,500.00)With the first payment due not later than June 15, 2016 and thereafter no later than June 15th of each succeeding year
 - The next seven (7) annual payments to be composed of both interest and principal consistent with the following:
 - Years Four through and Including Nine - One Hundred Seventy Five Thousand Dollars (\$175,000.00)
 - Year Ten - One Hundred Sixty One Thousand Seven hundred Fifty Four Dollars (\$161,754.00)
- Closing Date.** This transaction shall close no later than ninety (90) days after the Effective Date of this Agreement, unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of TITLE COMPANY, located at _____, Oregon 97116.
- Buyer's Title Review.**
 - Title Report; Unacceptable Exceptions.** Within fifteen (15) days after the Effective Date, Buyer shall order from Title Company a preliminary title report on Property along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). Buyer will have ten (10) working days following the later of either the Effective Date or Buyer's receipt of the Title Report to review the Title Report to give Seller written notice of the exceptions listed in the Title Report unacceptable to Buyer

("Unacceptable Exceptions"). If Buyer notifies Seller of its objection to any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to provide Buyer written notice stating whether Seller will (at Seller's sole cost and expense) cause such exceptions to be removed from the Title Policy issued to Buyer at Closing. If Seller refuses to remove any of the Unacceptable Exceptions and Buyer is not then satisfied with the condition of title, Buyer may elect to terminate this Agreement.

4.2. Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then Buyer may elect to either:

- (a) accept title to Property subject to such exceptions;
- (b) refuse to accept Property and terminate this Agreement; or
- (c) extend Closing Date for a period of forty-five (45) days so as to provide Seller additional time to remove such exceptions.

Should Buyer elects option (c) and at the end of the 45-day period such exception(s) have not been removed, Buyer may elect to proceed in accordance with either option (a) or (b).

4.3. Permitted Exceptions. All exceptions other than the Unacceptable Exceptions objected to by Buyer shall be deemed acceptable to Buyer (the "Permitted Exceptions"). Should Title Company inform Buyer of any new title exceptions not appearing on the initial Title Report such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by Buyer.

5. **Buyer's Due Diligence and Inspections.** Seller's Delivery of Documents. Within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer any and all material information and documentation in Seller's possession or control pertaining to Property ("Due Diligence Documents"). The Due Diligence Documents include (without limitation) copies of:

- (a) all environmental data, studies, analyses, and reports relating to Property or any neighboring property;
- (b) any existing survey of Property;
- (c) any existing leases, boundary agreements, road maintenance agreements or other contracts relating to all or a portion of Property;
- (d) all topographical, geotechnical, wetlands, soils and groundwater reports or any other professional reports relating to Property;
- (e) any well logs or water right certificates or permits relating to Property; and
- (f) copies of any government permits, land use approvals or conditions, or zoning restrictions affecting Property.

If Seller is aware of the existence of any material information and documentation pertaining to Property not in Seller's possession or control, Seller shall notify Buyer of the existence of such information within fifteen (15) days after the Effective Date or two (2) business days after learning of the such information. Should Seller fail to timely provide Buyer with Due Diligence Documents, Buyer may at Buyer's sole discretion extend the Closing Date for a period not to exceed twenty (20) days so that Buyer may have adequate time to review such additional documentation.

6. **Conditions Precedent to Closing.**

6.1. Conditions Precedent to Buyer's Obligations. In addition to the other conditions contained in this Agreement, the conditions set forth in this Section must be satisfied prior to Buyer's obligation to acquire Property. These conditions are intended solely for Buyer's benefit and Buyer has the sole right and discretion to waive any of the conditions. In the event any condition is not satisfied or waived on or before Closing, Buyer has the right to terminate this Agreement.

6.1.1. Appraisal. The Purchase Price for Property must be supported by an independent MAI appraisal (subject to no extraordinary assumptions) and an independent review of such MAI appraisal. Buyer shall contract for, and pay the cost of obtaining, the independent MAI appraisal and the appraisal review.

Both the MAI appraisal and the appraisal review shall be completed in accordance with current Uniform Standards of Professional Appraisal Practice ("USPAP") and generally accepted appraisal standards.

6.1.2. Due Diligence and Inspection Results. Buyer must be satisfied (in its sole and absolute discretion) with its review of the Due Diligence Documents. If Buyer notifies Seller prior to the Closing Date that Buyer is not satisfied with Property due to the results of its due diligence, the Closing Date will be automatically extended for a period of forty-five (45) days so Seller and Buyer may address such results. If at the end of the 45-day period, Buyer and Seller have not reached an agreement regarding the issues disclosed as a result of such due diligence, Buyer may obtain written consent from the Seller to extend the Closing Date for an additional length of time to be determined by both parties.

6.1.3. Title. At Closing (a) Seller shall convey fee simple title to Property to Buyer in accordance with Section 7.1.1, and (b) the Title Company must be committed to issue to Buyer the Title Policy described below in Section 9.

6.1.4. Representations, Warranties, and Covenants of Seller. Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

6.1.5. No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with Property.

6.1.6. Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.7. Removal of Personal Property and Debris. Seller shall cause the improvements on Property to be demolished at Seller's sole cost and expense and remove from Property any and all personal property and/or trash, rubbish, debris, illegally dumped materials or illegal fill materials such that Property shall be bare land in a condition to support the construction of a mixed use development that may include the erection of a not less than four(4) story structure.

6.2. Failure of Conditions. In the event any of the conditions set forth above in Sections 6.1 are not timely satisfied or waived for a reason other than the default of Seller under this Agreement then this Agreement, and the rights and obligations of Buyer and Seller hereunder shall terminate.

6.3. Cancellation Fees and Expenses. In the event escrow terminates because of the nonsatisfaction of any condition for any reason Seller shall pay cancellation charges required to be paid to the Title Company.

7. Deliveries to the Title Company.

7.1. By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1. Deed. A Bargain and Sale Deed (“Deed”), duly executed and acknowledged in recordable form by Seller, conveying Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions accepted by Buyer pursuant to Section 4 above. The Title Company’s usual, preprinted exceptions (typically listed as general exceptions 1-5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2. Nonforeign Certificate. Seller represents and warrants that it is not a “foreign person” as defined in IRC§1445. Seller shall give Buyer a certification to this effect in the form required by that statute and related regulations.

7.1.3. Proof of Authority. Such proof of Seller’s authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Buyer.

7.1.4. Lien Affidavits. Any lien affidavits or mechanic’s lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.5. Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2. By Buyer. On or before the Closing Date, Buyer shall deliver the following into escrow with the Title Company.

7.2.1. Proof of Authority. Such proof of Buyer’s authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.2. Other Documents. Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

8. **Deliveries to Buyer at Closing.** At Closing (or on a date thereafter agreed to by both Seller and Buyer) Seller shall deliver Buyer exclusive possession of Property.

9. **Title Insurance.** At Closing, Seller shall cause the Title Company to issue to Buyer a standard ALTA owner’s title insurance policy in the full amount of the Purchase Price, insuring (a) fee simple title vested in Buyer or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement and (b) unrestricted vehicular access from Property to a public road (the “Title Policy”).

10. **Closing Costs.** Seller shall pay for the Title Policy, all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to Buyer below and Seller’s share of pro-rations pursuant to Section 11 below. Buyer shall pay the cost of recording the Deed and Buyer’s share of prorations pursuant to Section 11 below. Buyer and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between Buyer and Seller in accordance with the customary practice in the county where Property is located.

11. Prorations and Taxes.

11.1. Prorations. Any and all state, county and/or city taxes for the current year, rents or other income or operating expenses pertaining to Property will be prorated between Seller and Buyer as of the Closing Date.

11.2. Taxes and Assessments. All taxes, assessments, and encumbrances that would be a lien against Property shall be satisfied by Seller at Closing. If Seller fails to do so, Buyer may pay such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price. If Property is subject to farm or forest deferred taxes, Seller will have no obligation or responsibility for said deferred taxes, unless Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.

12. **Seller's Representations and Warranties.** Seller hereby warrants and represents to Buyer the following matters, and acknowledges that they are material inducements to Buyer to enter into this Agreement. Seller agrees to indemnify, defend and hold Buyer harmless from all expense, loss, liability, damages and claims, including (without limitation) attorney's fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants to the full extent permitted under the Oregon Tort Claims Act (OTCA). These representations and warranties shall survive Closing. Seller warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

12.1. Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

12.2. Unrestricted Access. The Property has unrestricted, insurable vehicular access to a public road.

12.3. Minimum Acreage: The Property is at least 2.5 acres in size.

12.4. Hazardous Substances. For purposes of this Agreement, the term "Hazardous Substances" has the meaning defined in and includes those substances set forth in ORS 465.200. Seller warrants and represents as follows:

- (a) Seller has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from, or on Property, any Hazardous Substances in violation of any environmental laws of the federal or state government;
- (b) To Seller's knowledge, no underground storage tanks are located on Property other than as specified in 12.4 (a) above, including (without limitation) any storage tanks that may have at one time contained any Hazardous Substances;
- (c) To Seller's knowledge, Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;
- (d) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to Property;
- (e) Seller has not transferred, and to Seller's knowledge no other person has transferred, Hazardous Substances from Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and
- (f) There are no proceedings, administrative actions, or judicial proceedings pending or, to Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

12.5. Encroachments. To Seller's knowledge:

- (a) all structures and improvements, including any driveways and accessory structures, are wholly within the lot lines of Property;
- (b) no existing building, structure, or improvement of any kind encroaches upon Property from any adjacent property; and
- (c) there are no present or past discrepancies or disputes regarding the boundaries of Property.

12.6. Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of Property nor do there exist any rights of first refusal or options to purchase Property. Except for those exceptions of record listed on the Title Report, Seller owns Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions relating to Property, and to Seller's knowledge no such rights encumber Property. There are no service contracts or other agreements pertaining to Property that Seller will be required to assume at Closing.

12.7. Possession. There are no leases, licenses or other agreements permitting (nor has Seller entered into any course of conduct that would permit) any person or entity to occupy or use any portion of Property. Seller shall deliver immediate and exclusive possession of the entire Property to Buyer at Closing or such future date as may be mutually agreed to by the parties.

12.8. Recitals. The statements and information set forth in the Recitals are true and correct.

12.9. No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against Property or against Seller that could (a) affect Seller's right or title to Property, (b) affect the value of Property, or (c) subject an owner of Property to liability.

12.10. Mechanic's and Other Liens. No work on Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens or any other lien against Property.

12.11. Public Improvements or Governmental Notices. To Seller's knowledge there are no intended public improvements which will result in the creation of any liens upon Property nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect Property.

12.12. Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which Property is subject.

12.13. Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

12.14. Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing warranties and representations ceases to be true before Closing, Seller shall use its best efforts to remedy the problem (at its sole expense) before Closing. If the problem is not remedied before Closing, Buyer may elect to either:

- (a) terminate this Agreement, in which case Buyer will have no obligation to purchase Property; or
- (b) extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first.

Should Buyer extend the Closing Date and the problem not remedied within the 45-day timeframe, Buyer may then elect to terminate this Agreement.

13. Condition of Property Through Closing. Seller further represents, warrants, and covenants that until this transaction is closed or escrow is terminated, whichever occurs first, it shall:

- (a) maintain Property in substantially the same condition as it was on the Effective Date excepting the demolition of the improvements of the Property noted in Subsection 6.1.7;
- (b) keep all existing insurance policies affecting Property in full force and effect;
- (c) make all regular payments of interest and principal on any existing financing;
- (d) comply with all government regulations; and
- (e) keep Buyer timely advised of any repair or improvement required to keep Property in substantially the same condition as it was on the Effective Date.

14. Buyer's Representations and Warranties. In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

- (a) Subject to the conditions stated herein, Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;
- (b) Subject to the conditions stated herein, all requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and
- (c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

15. Legal and Equitable Enforcement of This Agreement.

15.1. Default by Seller. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

15.2. Default by Buyer. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of Property is and will be an amount equal to the Earnest Money. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Buyer. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon default by Buyer, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

16. Risk of Loss, Condemnation. Seller bears the risk of all loss or damage to Property from all causes, through the Closing Date. If, before the Closing Date, all or any part of Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty or condemnation and the Title Company shall return to Buyer the Earnest Money and any accrued interest thereon.

17. **Notices.** All notices required or permitted to be given must be in writing to the address set forth below and will be deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices shall be deemed received (x) upon personal service, (y) three (3) days after deposit in the United States Mail, postage prepaid, or (z) one (1) day after deposit with a nationally recognized overnight courier service.

To Seller: Paul Downey
Administrative Services Director
City of Forest Grove
P.O. Box 326
Forest Grove, Oregon 97116-0326

To Buyer: _____

Forest Grove Urban Renewal District
P.O. Box 326
Forest Grove, Oregon 97116-0326

Copy: Paul C. Elsner
Beery Elsner & Hammond, LLP
Suite 380
1750 SW Harbor Way
Portland Oregon, 97201

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

18. **Further Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

19. **Miscellaneous.**

19.1. Recording of Memorandum. On the Effective Date the parties shall execute a memorandum of this Agreement (the "Memorandum"), which Buyer may cause to be recorded against Property.

19.2. Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

19.3. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

19.4. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing and will not merge into the Deed upon recordation in the official real property records.

19.5. Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

19.6. Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

19.7. Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

19.8. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

BUYER,
an Oregon municipal corporation

SELLER:
An Oregon municipal corporation

BUYER
Print Name: _____

SELLER
Print Name: _____

Title: _____

Title: _____

Date: _____, 2015

Date: _____, 2015

DRAFT

Exhibit A
Property Legal Description

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URBAN RENEWAL AGENCY

City of Forest Grove

Monday, August 10, 2015
Meeting Agenda

8:00 PM – Urban Renewal Agency Meeting

Community Auditorium
1915 Main Street
Forest Grove, OR 97116

PETER B. TRUAX, CHAIR

Thomas L. Johnston, Vice Chair
Richard G. Kidd III
Victoria J. Lowe

Ronald C. Thompson
Elena Uhing
Malynda H. Wenzl

All meetings of the Urban Renewal Agency (URA) are open to the public and all persons are permitted to attend any meeting except as otherwise provided by ORS 192. The public may address the URA Board as follows:

➔ **Public Hearings** – Public hearings are held on each matter required by state law or City policy. Anyone wishing to testify should sign in for any Public Hearing prior to the meeting. The presiding officer will review the complete hearing instructions prior to testimony. The presiding officer will call the individual or group by the name given on the sign in form. When addressing the URA Board, please use the witness table (center front of the room). Each person should speak clearly into the microphone and must state his or her name and give an address for the record. All testimony is electronically recorded. In the interest of time, Public Hearing testimony is limited to three minutes unless the presiding officer grants an extension. Written or oral testimony is heard prior to any URA Board action.

➔ **Citizen Communications** – Anyone wishing to address the URA Board on an issue not on the agenda should sign in for Citizen Communications prior to the meeting. The presiding officer will call the individual or group by the name given on the sign in form. When addressing the URA Board, please use the witness table (center front of the room). Each person should speak clearly into the microphone and must state his or her name and give an address for the record. All testimony is electronically recorded. In the interest of time, Citizen Communications is limited to two minutes unless the presiding officer grants an extension.

The public may not address items on the agenda unless the item is a public hearing. Routinely, members of the public speak during Citizen Communications and Public Hearings. If you have questions about the agenda or have an issue that you would like to address to the URA Board, please contact the City Recorder at 503-992-3235.

The URA Board meetings are handicap accessible. Assistive Listening Devices (ALD) or qualified sign language interpreters are available for persons with impaired hearing or speech. For any special accommodations, please contact the City Recorder at 503-992-3235, at least 48 hours prior to the meeting.

URBAN RENEWAL AGENCY AGENDA
AUGUST 10, 2015
PAGE 2

- 8:00 1. **URBAN RENEWAL AGENCY (URA) MEETING:** Roll Call
2. **CITIZEN COMMUNICATIONS:** Anyone wishing to speak to Urban Renewal Agency Board on an item not on the agenda may be heard at this time. *Please sign-in before the meeting on the Citizen Communications form posted in the foyer.* In the interest of time, please limit comments to two minutes. Thank you.
3. **CONSENT AGENDA:** None.
4. **ADDITIONS/DELETIONS:**
5. **PRESENTATIONS:** None.
- Paul Downey, Administrative Services Director
Jon Holan, Community Development
Dan Riordan, Senior Planner
Tom Gamble, City Manager Pro Tem
- 8:05 6. **PUBLIC HEARING POSTPONED JULY 13, 2015:**
URA RESOLUTION NO. 2015-05 OF THE CITY OF FOREST GROVE URBAN RENEWAL AGENCY AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EFFECT THE PURCHASE OF THE TIMES LITHO PROPERTY FROM THE CITY OF FOREST GROVE AND ENTER INTO A PURCHASE AND SALE AGREEMENT (AND OTHER AGREEMENTS AS NECESSARY) WITH THE CITY
- 8:10 7. **ADJOURNMENT:**



Date: August 10, 2015

A REPORT ON RESOLUTIONS AUTHORIZING THE SALE OF THE REAL PROPERTY KNOWN AS THE TIMES LITHO PROPERTY TO THE URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE AND THE PURCHASE OF THE REAL PROPERTY KNOWN AS THE TIMES LITHO PROPERTY BY THE URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE

PROJECT TEAM: Paul Downey, Administrative Services Director
Dan Riordan, Senior Planner
Jon Holan, Community Development Director
Thomas Gamble, City Manager Pro Tem

ISSUE STATEMENT: There is a need to convey the Times Litho property from the City to the Urban Renewal Agency (Agency). The Agency has been formed to promote property development within the Urban Renewal Project area. The Agency is better suited (due to tax increment resources) to achieve development of the Times Litho site and would be the appropriate body to have ownership of the property. With ownership, it allows more flexibility for negotiations by removing one body (City Council) from the process. Further, it places the cost of the land purchase with an agency financed by tax increment that can purchase the property from the City allowing the City to recoup its investment over time.

BACKGROUND: At a joint work session held on June 8th, the City Council and Agency Board discussed the possibility of transferring the property from the City to the Agency. The consensus at that work session was that there is interest to transfer the property with a note. This would allow the Agency to pay the City for the property without incurring the expense of obtaining a bond. Further, the payoff arrangements can be staged in a way to allow the Agency to reimburse the City over time but allow a sufficient cash flow for the Agency to meet other obligations and pursue other programs as established by the Urban Renewal Plan.

It is proposed by staff that the property value would be established at \$1.1 million. This would include the \$800,000 cost of the property, back taxes the City had to pay, and \$275,000 for demolition and other costs incurred or to be incurred by the City. The proposed interest rate on the loan payback would be 2.5%. This rate is in the range of ten-year US Treasury notes which are currently at about 2.25%.

Staff considered several options to structure the note repayment: 1) begin immediate repayment with interest only payments for the first three years and then principal and interest payments with note being fully paid in ten years; and 2) no payments for three years and then principal and interest payments for the next ten years with the note being fully paid in year thirteen. Staff considered these options and is recommending the first option. If no development occurs within the urban renewal area within the first three years, staff may recommend to the Council and the Agency that the repayment terms be modified to allow the Agency ability to do other projects within the Agency's boundary. The purpose of this action is to adopt resolutions by both the Council and Agency Board to implement the transfer. City Attorney's Office has drafted the documents necessary to complete the transaction.

FISCAL IMPACT: The following schedule shows the estimated effect on the City and the Agency. The City will receive the amount in the debt service column on an annual basis and the Net TI is the cash flow the Agency will have available for other activities after payment of the note and estimated administrative expenses of \$22,446 per year. The TI Estimate is the estimated property tax collection on the increment and, in year 4, the addition of the development of the Times Litho property.

	TI Estimate	Debt Service	Net TI (Estimate - Payment - Admin)
Year 1	\$43,071	\$20,625 (Interest Only) ¹	\$0
Year 2	\$91,000	\$27,500 (Interest Only) ²	\$41,054
Year 3	\$138,500	\$27,500 (Interest Only) ²	\$88,554
Year 4	\$266,934	\$175,000 (P&I)	\$69,488
Year 5	\$317,963	\$175,000 (P&I)	\$120,517
Year 6	\$370,523	\$175,000 (P&I)	\$173,077
Year 7	\$424,659	\$175,000 (P&I)	\$227,213
Year 8	\$480,419	\$175,000 (P&I)	\$282,973
Year 9	\$537,852	\$175,000 (P&I)	\$340,406
Year 10	\$597,009	\$161,754 (P&I)	\$412,809
TOTAL	\$3,276,930	\$1,287,379	\$1,756,091

STAFF RECOMMENDATION: Staff recommends: 1) the City Council approve the attached resolution to sell the Times Litho property to the Forest Grove Urban Renewal Agency authorizing the City Manager to complete the sale; and 2) the City of Forest Grove Urban Renewal Agency approve the attached Urban Renewal Agency resolution authorizing the URA Executive Director to complete the purchase.

1 Partial Year Payment
2 Annual Payment



6605 S.E. Lake Road, Portland, OR 97222
 PO Box 22109 • Portland, OR 97269-2109
 Phone: 503-684-0360 Fax: 503-620-3433
 E-mail: legals@commnewspapers.com

AFFIDAVIT OF PUBLICATION

State of Oregon, County of Washington, SS I, Charlotte Allsop, being the first duly sworn, depose and say that I am the Accounting Manager of the *Forest Grove News-Times*, a newspaper of general circulation, published at Forest Grove, in the aforesaid county and state, as defined by ORS 193.010 and 193.020, that

City of Forest Grove
Notice of Public Hearing – Transfer of City owned "Times Litho" site to URA FGNT7523

a copy of which is hereto attached, was published in the entire issue of said newspaper for

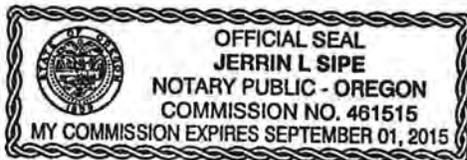
1
 week in the following issue:
July 8, 2015

Charlotte Allsop
 Charlotte Allsop, Accounting Manager
 Subscribed and sworn to before me this
 July 8, 2015.

Jerrin L. Sipe
 NOTARY PUBLIC FOR OREGON
 My commission expires *Sept 1, 2015*

Acct #298024
 PO #: 20145076

Attn: Anna Ruggles
 City of Forest Grove
 PO Box 326
 Forest Grove, OR 97116
 Size: 2 x 6.5"
 Amount Due: \$124.15*
 *Please remit to the above address.



**NOTICE OF PUBLIC HEARING
 FOREST GROVE CITY COUNCIL & URBAN
 RENEWAL AGENCY BOARD OF DIRECTORS**

**TRANSFER OF CITY OWNED PROPERTY KNOWN
 AS THE "TIMES-LITHO" SITE TO THE URBAN
 RENEWAL AGENCY FOR REDEVELOPMENT
 CONSISTENT WITH THE FOREST GROVE URBAN
 RENEWAL PLAN**

NOTICE IS HEREBY GIVEN that the Forest Grove City Council and Urban Renewal Agency Board of Directors will hold separate public hearings on **Monday, July 13, 2015, at 7:00 p.m.**, or thereafter, in the Community Auditorium, 1915 Main Street, Forest Grove, to consider a purchase and sale agreement between the City of Forest Grove, and Urban Renewal Agency of the City of Forest Grove, for property in the Forest Grove Town Center, known as the "Times-Litho" site. The subject property is located north of Pacific Avenue between A Street and B Street and includes the following tax lots: 1S306BB03400, 1S306BB03700, 1S306BB03702, 1S306BB03800, 1S306BB04100, 1S306BB04200, 1S306BB04300, 1S306BB04301, 1S306BB04400, 1S306BB04500. The Urban Renewal Agency Board of Directors oversees implementation of the Forest Grove Urban Renewal Plan adopted by Ordinance 2014-07 on June 23, 2014, and subsequently amended on June 22, 2015. The subject property is identified in the Forest Grove Urban Renewal Plan for potential acquisition by the Urban Renewal Agency for redevelopment consistent with the urban renewal plan.

This hearing is open to the public and interested parties are encouraged to attend. A copy of the staff report will be made available for inspection seven (7) days before the hearing. Written comments or testimony may be submitted at the hearing or sent to the attention of Daniel Riordan, Senior Planner, Community Development Department, 1924 Council Street, PO Box 326, Forest Grove, Oregon, 97116, prior to the hearing. For information about the proposal, please contact Daniel Riordan at (503) 992-3226, or via E-mail at driordan@forestgrove-or.gov.

Anna D. Ruggles, CMC, City Recorder
 City of Forest Grove
 Publish 07/08/2015. **FGNT7523**

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URBAN RENEWAL AGENCY OF CITY OF FOREST GROVE, OREGON

URA RESOLUTION NO. 2015-05

RESOLUTION AUTHORIZING AGENCY'S EXECUTIVE DIRECTOR TO EFFECT THE PURCHASE OF THE TIMES-LITHO PROPERTY FROM THE CITY OF FOREST GROVE AND ENTER INTO A PURCHASE AND SALE AGREEMENT (AND OTHER AGREEMENTS AS NECESSARY) WITH THE CITY

WHEREAS, the Forest Grove Urban Renewal Plan (Plan) sets out the parameters for the Forest Grove Urban Renewal Agency (Agency) addressing issues relating to blight within the City of Forest Grove (City);

WHEREAS, included within the Plan document are provisions for acquisition of "Redevelopment Opportunity Sites" located within the Plan Area which provisions include identification of particular properties within the Plan Area which the Agency has been authorized to purchase in pursuit of its mission to eliminate blight and encourage private redevelopment in the City;

WHEREAS, the Plan identified the "Times-Litho Block" as being a site meeting the above criteria which the Agency should acquire if it became available for purchase from a willing seller;

WHEREAS, the City is the owner of the property on Times-Litho Block and is willing to sell said property to Agency and Agency is willing to purchase the Times-Litho property from City consistent with terms set out in a Purchase and Sale Agreement between City and Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The Executive Director is authorized on behalf of the Forest Grove Urban Renewal Agency to enter into a Purchase and Sale Agreement with the City of Forest Grove for purchase of the Times-Litho property consistent with the terms of the Purchase and Sale Agreement attached hereto as Exhibit "A".

Section 2. The Executive Director is further authorized to sign such additional documents as may be necessary to effect purchase of the Times-Litho property as the same may be approved by the City Attorney's Office including a promissory note to the City of Forest Grove.

Section 3. This resolution is effective immediately upon its enactment by the Urban Renewal Agency of the City of Forest Grove.

PRESENTED AND PASSED this 10th day of August, 2015.

Thomas E. Gamble, Executive Director

APPROVED by the Urban Renewal Agency of the City of Forest Grove at a regular meeting thereof this 10th day of August, 2015, and filed with the Forest Grove City Recorder this date.

Peter B. Truax, Chair

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the City of Forest Grove, an Oregon municipal corporation, ("Seller"), and the Forest Grove Urban Renewal Agency, an Oregon municipal corporation ("Buyer").

RECITALS

- A. Seller is the owner of an approximately 2.68 acre site with structures on Tax Lot Nos. 1S306BB03400, 1S306BB03701, 1S306BB03702, 1S306BB03800, 1S306BB04100, 1S306BB04200, 1S306BB04300, 1S306BB04301, 1S306BB04400, 1S306BB04500 generally referred to as the Times-Litho site, Forest Grove, Washington County Oregon, and more particularly described on the attached Exhibit A ("Property").
- B. Buyer desires to purchase from Seller and Seller desires to sell and convey to Buyer all right, title and interest in Property.
- C. The terms of this Agreement are as follows:

TERMS

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer not later than October 1, 2015 and Buyer agrees to purchase Property from Seller upon the terms and conditions set forth below in this Agreement.
2. **Purchase Price.** Property's purchase price is One Million One Hundred Thousand Dollars (\$1,100,000.00) along with simple interest at the rate of two and one half percent (2.5%) which sum is to be paid Seller by Buyer annually on or before June 15th of each year solely from tax increment revenues it receives over a ten (10) year period consistent with the following schedule:
 - The first three (3) annual payments shall be interest only payments consistent with the following:
 - Year One - Twenty Thousand Six Hundred Twenty Five Dollars (\$20,625.00)
 - Year Two - Twenty Seven Thousand Five Hundred Dollars (\$27,500.00)
 - Year Three - Twenty Seven Thousand Five Hundred Dollars (\$27,500.00)With the first payment due not later than June 15, 2016 and thereafter no later than June 15th of each succeeding year
 - The next seven (7) annual payments to be composed of both interest and principal consistent with the following:
 - Years Four through and Including Nine - One Hundred Seventy Five Thousand Dollars (\$175,000.00)
 - Year Ten - One Hundred Sixty One Thousand Seven hundred Fifty Four Dollars (\$161,754.00)
3. **Closing Date.** This transaction shall close no later than ninety (90) days after the Effective Date of this Agreement, unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of TITLE COMPANY, located at _____, Oregon 97116.
4. **Buyer's Title Review.**
 - 4.1. **Title Report; Unacceptable Exceptions.** Within fifteen (15) days after the Effective Date, Buyer shall order from Title Company a preliminary title report on Property along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). Buyer will have ten (10) working days following the later of either the Effective Date or Buyer's receipt of the Title Report to review the Title Report to give Seller written notice of the exceptions listed in the Title Report unacceptable to Buyer

("Unacceptable Exceptions"). If Buyer notifies Seller of its objection to any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to provide Buyer written notice stating whether Seller will (at Seller's sole cost and expense) cause such exceptions to be removed from the Title Policy issued to Buyer at Closing. If Seller refuses to remove any of the Unacceptable Exceptions and Buyer is not then satisfied with the condition of title, Buyer may elect to terminate this Agreement.

4.2. Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then Buyer may elect to either:

- (a) accept title to Property subject to such exceptions;
- (b) refuse to accept Property and terminate this Agreement; or
- (c) extend Closing Date for a period of forty-five (45) days so as to provide Seller additional time to remove such exceptions.

Should Buyer elects option (c) and at the end of the 45-day period such exception(s) have not been removed, Buyer may elect to proceed in accordance with either option (a) or (b).

4.3. Permitted Exceptions. All exceptions other than the Unacceptable Exceptions objected to by Buyer shall be deemed acceptable to Buyer (the "Permitted Exceptions"). Should Title Company inform Buyer of any new title exceptions not appearing on the initial Title Report such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by Buyer.

5. **Buyer's Due Diligence and Inspections.** Seller's Delivery of Documents. Within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer any and all material information and documentation in Seller's possession or control pertaining to Property ("Due Diligence Documents"). The Due Diligence Documents include (without limitation) copies of:

- (a) all environmental data, studies, analyses, and reports relating to Property or any neighboring property;
- (b) any existing survey of Property;
- (c) any existing leases, boundary agreements, road maintenance agreements or other contracts relating to all or a portion of Property;
- (d) all topographical, geotechnical, wetlands, soils and groundwater reports or any other professional reports relating to Property;
- (e) any well logs or water right certificates or permits relating to Property; and
- (f) copies of any government permits, land use approvals or conditions, or zoning restrictions affecting Property.

If Seller is aware of the existence of any material information and documentation pertaining to Property not in Seller's possession or control, Seller shall notify Buyer of the existence of such information within fifteen (15) days after the Effective Date or two (2) business days after learning of the such information. Should Seller fail to timely provide Buyer with Due Diligence Documents, Buyer may at Buyer's sole discretion extend the Closing Date for a period not to exceed twenty (20) days so that Buyer may have adequate time to review such additional documentation.

6. **Conditions Precedent to Closing.**

6.1. Conditions Precedent to Buyer's Obligations. In addition to the other conditions contained in this Agreement, the conditions set forth in this Section must be satisfied prior to Buyer's obligation to acquire Property. These conditions are intended solely for Buyer's benefit and Buyer has the sole right and discretion to waive any of the conditions. In the event any condition is not satisfied or waived on or before Closing, Buyer has the right to terminate this Agreement.

6.1.1. Appraisal. The Purchase Price for Property must be supported by an independent MAI appraisal (subject to no extraordinary assumptions) and an independent review of such MAI appraisal. Buyer shall contract for, and pay the cost of obtaining, the independent MAI appraisal and the appraisal review.

Both the MAI appraisal and the appraisal review shall be completed in accordance with current Uniform Standards of Professional Appraisal Practice (“USPAP”) and generally accepted appraisal standards.

6.1.2. Due Diligence and Inspection Results. Buyer must be satisfied (in its sole and absolute discretion) with its review of the Due Diligence Documents. If Buyer notifies Seller prior to the Closing Date that Buyer is not satisfied with Property due to the results of its due diligence, the Closing Date will be automatically extended for a period of forty-five (45) days so Seller and Buyer may address such results. If at the end of the 45-day period, Buyer and Seller have not reached an agreement regarding the issues disclosed as a result of such due diligence, Buyer may obtain written consent from the Seller to extend the Closing Date for an additional length of time to be determined by both parties.

6.1.3. Title. At Closing (a) Seller shall convey fee simple title to Property to Buyer in accordance with Section 7.1.1, and (b) the Title Company must be committed to issue to Buyer the Title Policy described below in Section 9.

6.1.4. Representations, Warranties, and Covenants of Seller. Seller’s representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

6.1.5. No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with Property.

6.1.6. Seller’s Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.7. Removal of Personal Property and Debris. Seller shall cause the improvements on Property to be demolished at Seller’s sole cost and expense and remove from Property any and all personal property and/or trash, rubbish, debris, illegally dumped materials or illegal fill materials such that Property shall be bare land in a condition to support the construction of a mixed use development that may include the erection of a not less than four(4) story structure.

6.2. Failure of Conditions. In the event any of the conditions set forth above in Sections 6.1 are not timely satisfied or waived for a reason other than the default of Seller under this Agreement then this Agreement, and the rights and obligations of Buyer and Seller hereunder shall terminate.

6.3. Cancellation Fees and Expenses. In the event escrow terminates because of the nonsatisfaction of any condition for any reason Seller shall pay cancellation charges required to be paid to the Title Company.

7. Deliveries to the Title Company.

7.1. By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1. Deed. A Bargain and Sale Deed (“Deed”), duly executed and acknowledged in recordable form by Seller, conveying Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions accepted by Buyer pursuant to Section 4 above. The Title Company’s usual, preprinted exceptions (typically listed as general exceptions 1-5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2. Nonforeign Certificate. Seller represents and warrants that it is not a “foreign person” as defined in IRC§1445. Seller shall give Buyer a certification to this effect in the form required by that statute and related regulations.

7.1.3. Proof of Authority. Such proof of Seller’s authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Buyer.

7.1.4. Lien Affidavits. Any lien affidavits or mechanic’s lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.5. Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2. By Buyer. On or before the Closing Date, Buyer shall deliver the following into escrow with the Title Company.

7.2.1. Proof of Authority. Such proof of Buyer’s authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.2. Other Documents. Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

8. **Deliveries to Buyer at Closing.** At Closing (or on a date thereafter agreed to by both Seller and Buyer) Seller shall deliver Buyer exclusive possession of Property.

9. **Title Insurance.** At Closing, Seller shall cause the Title Company to issue to Buyer a standard ALTA owner’s title insurance policy in the full amount of the Purchase Price, insuring (a) fee simple title vested in Buyer or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement and (b) unrestricted vehicular access from Property to a public road (the “Title Policy”).

10. **Closing Costs.** Seller shall pay for the Title Policy, all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to Buyer below and Seller’s share of pro-rations pursuant to Section 11 below. Buyer shall pay the cost of recording the Deed and Buyer’s share of prorations pursuant to Section 11 below. Buyer and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between Buyer and Seller in accordance with the customary practice in the county where Property is located.

11. Prorations and Taxes.

11.1. Prorations. Any and all state, county and/or city taxes for the current year, rents or other income or operating expenses pertaining to Property will be prorated between Seller and Buyer as of the Closing Date.

11.2. Taxes and Assessments. All taxes, assessments, and encumbrances that would be a lien against Property shall be satisfied by Seller at Closing. If Seller fails to do so, Buyer may pay such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price. If Property is subject to farm or forest deferred taxes, Seller will have no obligation or responsibility for said deferred taxes, unless Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.

12. **Seller's Representations and Warranties**. Seller hereby warrants and represents to Buyer the following matters, and acknowledges that they are material inducements to Buyer to enter into this Agreement. Seller agrees to indemnify, defend and hold Buyer harmless from all expense, loss, liability, damages and claims, including (without limitation) attorney's fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants to the full extent permitted under the Oregon Tort Claims Act (OTCA). These representations and warranties shall survive Closing. Seller warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

12.1. Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

12.2. Unrestricted Access. The Property has unrestricted, insurable vehicular access to a public road.

12.3. Minimum Acreage: The Property is at least 2.5 acres in size.

12.4. Hazardous Substances. For purposes of this Agreement, the term "Hazardous Substances" has the meaning defined in and includes those substances set forth in ORS 465.200. Seller warrants and represents as follows:

- (a) Seller has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from, or on Property, any Hazardous Substances in violation of any environmental laws of the federal or state government;
- (b) To Seller's knowledge, no underground storage tanks are located on Property other than as specified in 12.4 (a) above, including (without limitation) any storage tanks that may have at one time contained any Hazardous Substances;
- (c) To Seller's knowledge, Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;
- (d) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to Property;
- (e) Seller has not transferred, and to Seller's knowledge no other person has transferred, Hazardous Substances from Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and
- (f) There are no proceedings, administrative actions, or judicial proceedings pending or, to Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

12.5. Encroachments. To Seller's knowledge:

- (a) all structures and improvements, including any driveways and accessory structures, are wholly within the lot lines of Property;
- (b) no existing building, structure, or improvement of any kind encroaches upon Property from any adjacent property; and
- (c) there are no present or past discrepancies or disputes regarding the boundaries of Property.

12.6. Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of Property nor do there exist any rights of first refusal or options to purchase Property. Except for those exceptions of record listed on the Title Report, Seller owns Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions relating to Property, and to Seller's knowledge no such rights encumber Property. There are no service contracts or other agreements pertaining to Property that Seller will be required to assume at Closing.

12.7. Possession. There are no leases, licenses or other agreements permitting (nor has Seller entered into any course of conduct that would permit) any person or entity to occupy or use any portion of Property. Seller shall deliver immediate and exclusive possession of the entire Property to Buyer at Closing or such future date as may be mutually agreed to by the parties.

12.8. Recitals. The statements and information set forth in the Recitals are true and correct.

12.9. No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against Property or against Seller that could (a) affect Seller's right or title to Property, (b) affect the value of Property, or (c) subject an owner of Property to liability.

12.10. Mechanic's and Other Liens. No work on Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens or any other lien against Property.

12.11. Public Improvements or Governmental Notices. To Seller's knowledge there are no intended public improvements which will result in the creation of any liens upon Property nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect Property.

12.12. Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which Property is subject.

12.13. Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

12.14. Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing warranties and representations ceases to be true before Closing, Seller shall use its best efforts to remedy the problem (at its sole expense) before Closing. If the problem is not remedied before Closing, Buyer may elect to either:

- (a) terminate this Agreement, in which case Buyer will have no obligation to purchase Property; or
- (b) extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first.

Should Buyer extend the Closing Date and the problem not remedied within the 45-day timeframe, Buyer may then elect to terminate this Agreement.

13. Condition of Property Through Closing. Seller further represents, warrants, and covenants that until this transaction is closed or escrow is terminated, whichever occurs first, it shall:

- (a) maintain Property in substantially the same condition as it was on the Effective Date excepting the demolition of the improvements of the Property noted in Subsection 6.1.7;
- (b) keep all existing insurance policies affecting Property in full force and effect;
- (c) make all regular payments of interest and principal on any existing financing;
- (d) comply with all government regulations; and
- (e) keep Buyer timely advised of any repair or improvement required to keep Property in substantially the same condition as it was on the Effective Date.

14. Buyer's Representations and Warranties. In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

- (a) Subject to the conditions stated herein, Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;
- (b) Subject to the conditions stated herein, all requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and
- (c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

15. Legal and Equitable Enforcement of This Agreement.

15.1. Default by Seller. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

15.2. Default by Buyer. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of Property is and will be an amount equal to the Earnest Money. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Buyer. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon default by Buyer, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

16. Risk of Loss, Condemnation. Seller bears the risk of all loss or damage to Property from all causes, through the Closing Date. If, before the Closing Date, all or any part of Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty or condemnation and the Title Company shall return to Buyer the Earnest Money and any accrued interest thereon.

17. **Notices.** All notices required or permitted to be given must be in writing to the address set forth below and will be deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices shall be deemed received (x) upon personal service, (y) three (3) days after deposit in the United States Mail, postage prepaid, or (z) one (1) day after deposit with a nationally recognized overnight courier service.

To Seller: Paul Downey
Administrative Services Director
City of Forest Grove
P.O. Box 326
Forest Grove, Oregon 97116-0326

To Buyer: _____

Forest Grove Urban Renewal District
P.O. Box 326
Forest Grove, Oregon 97116-0326

Copy: Paul C. Elsner
Beery Elsner & Hammond, LLP
Suite 380
1750 SW Harbor Way
Portland Oregon, 97201

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

18. **Further Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

19. **Miscellaneous.**

19.1. Recording of Memorandum. On the Effective Date the parties shall execute a memorandum of this Agreement (the "Memorandum"), which Buyer may cause to be recorded against Property.

19.2. Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

19.3. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

19.4. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing and will not merge into the Deed upon recordation in the official real property records.

19.5. Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

19.6. Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

19.7. Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

19.8. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

BUYER,
an Oregon municipal corporation

SELLER:
An Oregon municipal corporation

BUYER
Print Name: _____

Title: _____

Date: _____, 2015

SELLER
Print Name: _____

Title: _____

Date: _____, 2015

DRAFT

Exhibit A
Property Legal Description

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**REPORT ON RESOLUTION AUTHORIZING ADDITION OF A FULL-TIME
POLICE OFFICER FOR FOREST GROVE'S PARTICIPATION IN TRI-MET
POLICING PROGRAM**

PROJECT TEAM: Janie Schutz, Police Chief
Paul Downey, Director of Administrative Services
Thomas Gamble, City Manager Pro Tem

ISSUE STATEMENT: The Police Department would like to provide a police officer to renew Forest Grove's participation in Tri-Met's policing program. In order to do so, Forest Grove needs to add another patrol position to replace the officer that would be assigned to Tri-Met. Staff has prepared a resolution for Council consideration increasing the Police Department's authorized number of police officers by 1.0 FTE.

BACKGROUND: In FY 2008-09, a Forest Grove police officer was assigned to Tri-Met in-lieu of laying off that officer during the 2008 recession. In FY 2014-15, that officer was brought to Forest Grove due to staffing needs and improvement in the City's budget. The City stopped participating in the Tri-Met policing program at that time. Tri-Met would like the City to start participating in its policing program again. The Police Department would also like to renew participation in the Tri-Met policing program as it provides a valued special assignment that can help to retain good officers. Tri-Met pays for 105% of the officer's salaries and benefits with the 5% going to cover some of the officer's non-salary costs and to pay some administrative costs. For FY 2015-16, the City has authorized twenty-two police officers who are assigned as patrol officers, detectives, or the School Resource Officer.

DISCUSSION: The Police Department is currently recruiting to fill two officer vacancies and to recruit an officer to replace the officer who will be promoted to the newly created Sergeant's position as of January 1, 2016. These positions are already in the FY 2015-16 Budget. The Chief would also like to hire the fourth officer as part of the current recruitment so the officer can finish training and start patrolling sooner than if the City waits until March 2016 to hire the position. Unlike prior recruitments, the City has a deeper pool of qualified applicants, including potentially two lateral hires, who have

made it through the process up to the background review. The Police Chief feels that she has enough qualified candidates to fill those three positions and the police officer being requested tonight so the department can provide an officer to Tri-Met.

The Police Department has been dealing with several issues with respect to past recruiting and the current recruiting effort:

- Qualified candidates, who can pass background, are difficult to find. Between now and March 2016 the PD needs to hire (4) officers for patrol if the Tri-Met position is approved.
- Committing an officer back to Transit allows for information sharing, collaboration with other metro area agencies and is considered a valuable opportunity for officers. This meets some of the philosophical thinking taking place when dealing with GenX and Millennial employees and wanting to retain the best employees.
- Police departments across the nation are facing significant challenges, shared by other metro area law enforcement agencies – a shortage of qualified and competent police recruits and the accompanying unprecedented competition in the job pool.
- In the last hiring process, the department aggressively pursued a lateral applicant in order to make a job offer before another metro agency was able to secure an agreement with the candidate.
- In the current hiring process, each of the 6 candidates under consideration for hire by Forest Grove Police are in other recruitment processes with other metro area agencies. If the City has to do another recruitment in the near future, the pool of talented candidates will be reduced by other agencies hiring a large number of officers.
- With only about half of selected candidates able to pass a police background, there is a further shrinking pool of qualified candidates. The Chief has confidence that the candidates she is considering will be successful in passing a background.
- State police training academy is falling behind on being able to accommodate police agencies in regards to openings in academy classes. The state police academy is facing the brunt of area recruitments. At this time, the October 2015 class is full and the January 2016 academy is already half full. That class will fill in the next 1-2 months. The shortage of academy classes being matched

against increased recruitment, delays training programs and delays the time it takes for officers to be released for solo duty.

- The training process is more efficient with staffing and overtime requirements when at least two or more officers go through the training process together. Hiring the Tri-Met replacement now allows the department to train four new officers together reducing the amount of overtime the department will have to pay other officers to provide the training.
- The department is able to maintain service levels to the community by staying ahead of staffing challenges rather than attempting to play “catch up”.
- The department seeks to minimize the impact to staffing while hiring the highest caliber employees possible.

FISCAL IMPACT: The addition of another authorized police officer to replace the officer who would be assigned to Tri-Met would require approximately \$20,000 in additional General Fund funding to the Police Department to pay for the costs of that position from October 1, 2015, through June 30, 2016. That amount was determined by taking the projected costs of the new officer for that time period and reducing those costs by the difference of the costs of the officer whose salary and benefits will be paid by Tri-Met as of March 1, 2016, and the costs of the new officer. Staff would recommend that the budget transfer for the position, if it is added, not be made until the end of the current fiscal year. Staff can monitor the Police Department’s budget, and if there are savings in that budget, a transfer might not be needed.

STAFF RECOMMENDATION: Staff recommends the City Council approve the recommendation approving the addition of another police officer so the department can hire the fourth police officer candidate now in order to assist in getting them into the January Basic Recruit DPSST class.



RESOLUTION NO. 2015-62

RESOLUTION AUTHORIZING THE ADDITION OF A FULL-TIME POLICE OFFICER FOR FOREST GROVE'S PARTICIPATION IN TRI-MET POLICING PROGRAM

WHEREAS, the FY 2015-16 Adopted Budget of the City of Forest Grove (City) authorizes twenty-two full-time (22) police officers; and

WHEREAS, the Police Department is requesting to add another 1.0 full-time equivalent (FTE) police officer in order for the City to participate in Tri-Met's policing program; and

WHEREAS, Tri-Met pays for 105% of the officer's salary and benefits; and

WHEREAS, the Police Department needs City Council authorization to add another police officer position in order to hire another officer to participate in the Tri-Met program, for FY 2015-16.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. In the General Fund, the Police Department's authorized number of police officer FTE will be increased from 22.0 FTE to 23.0 FTE in order for the City to be able to participate in Tri-Met's policing program.

Section 2. Staff will monitor the Police Department's Budget to ensure that budget is not overspent as result of this additional staff and, if needed, will bring a budget adjustment to the Council at the appropriate time to prevent the Police Department's Budget from being overspent.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 10th day of August, 2015.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 10th day of August, 2015.

Peter B. Truax, Mayor