Tigard Business Meeting AGENDA

Tigard City Council

Meeting Date and Time:	September 8, 2026 - 6:30 p.m. Business Meeting & 9:00 p.m. Executive Session (estimated time)
Meeting Location:	Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

Public Notice: In accordance with Oregon House Bill 2560, this will be a hybrid meeting where some Council, staff, or public will participate in person and some will participate remotely.

How to comment:

- Written public comment may be submitted electronically at www.tigard-or.gov/Comments by noon the day before the meeting date.
- If attending the meeting in person, please fill out the public comment sign-in sheet at the front of the room and come to the microphone when your name is called.
- If you prefer to call in, please call 503-966-4101 when instructed to be placed in the queue.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video: https://www.tigard-or.gov/your-government/video-public-testimony-registration
- Individuals wishing to provide public testimony should plan to speak for no more than 2 minutes. If there are a large number of speakers, the Mayor or Presiding Officer may reduce the time per speaker to 1 minute and may limit the number of speakers in order to allow as many people as possible an opportunity to be heard.

Upon request, the City will endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by contacting: Acting City Recorder Lindsay Bartholomew at 503-718-2417 / lindsay.bartholomew@tigard-or.gov or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

See Attached Agenda

View Livestream Online: https://www.tigard-or.gov/boxcast

Cable Viewers: The City Council meeting will be shown live on Channel 21 (1st Tuesdays) and Channel 28 (2nd & 4th Tuesdays) at 6:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Friday 10:00 p.m. Saturday 7:30 p.m. Sunday 11:30 a.m. Monday 6:00 a.m.

Tigard Business Meeting
AGENDA

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Meeting Location:	Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

6:30 p.m.

1. Business Meeting

   A. Call to Order

   B. Roll Call

   C. Pledge of Allegiance

   D. Call to Council and Staff for Non-Agenda Items

2. Public Comment **6:35 p.m. estimated time**

   A. Public Comment – Written

   B. Public Comment – In Person

   C. Public Comment – Phone-In or Video

3. City Manager Report **6:45 p.m. estimated time**

4. Consent Agenda: (Tigard City Council) The Consent Agenda is used for routine items including approval of meeting minutes, contracts or intergovernmental agreements. Information on each item is available on the city's website in the packet for this meeting. These items may be enacted in one motion without separate discussion. Council members may request that an item be removed by motion for discussion and separate action.
6:50 p.m. estimated time

A. Consider Resolution to Approve the Comcast Cable Franchise Agreement Renewal

- Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.

5. Quasi-Judicial Public Hearing: Consider Approval of Summer Creek Bridge Stabilization Comprehensive Plan Map Amendment and Sensitive Lands Review **6:55 p.m. estimated time**

6. Public Hearing: Consider Ordinance for Street Name Changes - Postponed
7:25 p.m. estimated time

7. Photo Enforcement Program Update **7:30 p.m. estimated time**

8. Photo Enforcement Program Financial Update **7:45 p.m. estimated time**

9. Public Hearing: Proposed Fee Resolution on Credit Card Fees **8:00 p.m. estimated time**

10. Discussion on Public Works Level of Service (Requested by Mayor Hu & Councilor Schlack)
8:20 p.m. estimated time

11. Non-Agenda Items

12. Executive Session: The Tigard City Council will go into Executive Session to discuss the performance review of a public officer or employee under ORS 192.660(2)(i). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. **9:00 p.m. estimated time**

13. Adjournment **9:30 p.m. estimated time**

AIS-6285 **4. A.**

Business Meeting

Meeting Date: 09/08/2026

Length (in minutes): Consent Item

Agenda Title: Consider Resolution to Approve the Comcast Cable Franchise Agreement Renewal

Authored By: Shelby Rihala

Presented By: City Attorney Rihala

Item Type: Motion Requested
Resolution

Information

Explanation of Issue

Through the Metropolitan Area Communications Commission (MACC), the City of Tigard holds a cable franchise with Comcast of Oregon II, Inc. which had an expiration date of June 30, 2026. On August 28, 2026, the MACC Board approved Resolution 2026-04, recommending that Tigard and the other MACC member jurisdictions approve the renewed Comcast cable services franchise. Approval by all 15 member jurisdictions is required before the franchise can take effect.

Action Requested

Consider the resolution to approve the renewed Comcast cable services franchise granting a non-exclusive cable franchise to Comcast of Oregon II, Inc.

Background Information

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

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

MACC held a public hearing on August 28, 2026 prior to adopting Resolution 26-04, recommending member jurisdictions grant a single franchise to Comcast of Oregon II, Inc. MACC's staff report shows the key highlights of the new franchise and Exhibits A through D include the recommended franchise agreement, MACC's resolution, a comparison of the current franchise to the recommended franchise, and questions and answers on the recommended franchise, respectively.

Alternatives & Recommendation

If one or more MACC jurisdictions do not renew to the proposed franchise agreement, the franchise agreement cannot go into effect and a formal process based on federal law would most likely occur.

Additional Resources

N/A

Attachments

Resolution
MACC Staff Report
MACC Ex A - Recommended Franchise
MACC Ex B - Resolution 2026-04
MACC Ex C - Comparison of Franchises
MACC Ex D - Recommended Franchise FAQ

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 26-

A RESOLUTION GRANTING A NON-EXCLUSIVE CABLE 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 Tigard, Oregon (hereinafter "City") is a member of MACC; and

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

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

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

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

WHEREAS, MACC provided adequate notice and opportunities for public comment on the proposed cable services franchise including a public hearing on August 28, 2026; and

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

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

SECTION 1: There is hereby granted to Comcast of Oregon II, Inc. a non-exclusive cable services franchise on the terms and conditions contained in Exhibit A.

SECTION 2: The grant of franchise at Section 1 is conditioned upon each of the following events:

(a) The affirmative vote of the governing body of each MACC member jurisdiction;

(b) Comcast of Oregon II, Inc.'s fulfillment of the franchise acceptance provisions contained in the franchise; and

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

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2026.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

COMCAST CABLE TV FRANCHISE RECOMMENDATION TO THE CITY OF TIGARD

Prepared by the Metropolitan Area Communications Commission
August 2026

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

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

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

BACKGROUND

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

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

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

[1] Although the franchise officially expired on June 30, MACC and Comcast agreed to honor the mutual commitments of the franchise during renewal negotiations and the renewed franchise will be effective as of July 1, 2026.
[2] 47 USC §546.

Highlights of the Franchise

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

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

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

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

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

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

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

PUBLIC COMMENT

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

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

CONCLUSION

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

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

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

CABLE TELEVISION

FRANCHISE AGREEMENT

Between the Jurisdictions participating in the

METROPOLITAN AREA

COMMUNICATIONS COMMISSION

AND

COMCAST OF OREGON II, INC.

July 1, 2026

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SECTION 1. DEFINITIONS

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

1.1 Access means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video and Signals as permitted under applicable law, including, but not limited to:

(A) **Public Access** means Access where organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary Programmers or users having editorial control over the content;

(B) **Educational Access** means Access where Schools and educational institutions are the primary Programmers or users having editorial control over the content;

(C) **Governmental Access** means Access where governmental institutions are the primary Programmers or users having editorial control over the content; and

(D) **PEG Access** means Public Access, Educational Access, and Governmental Access, collectively.

1.2 **Access Center** means a facility or facilities where PEG Access Signals are managed and delivered Upstream to the Grantee for Downstream transmission to Subscribers or to other Access Centers via a dedicated connection.

1.3 **Access Channel** means any Channel, or portion thereof, designated for non-commercial Access purposes or otherwise made available to facilitate or transmit Access Programming or service.

1.4 **Affiliate** when used in connection with Grantee means any corporation, Person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 **Basic Service** means Grantee's lowest level service tier which includes the retransmission of local television broadcast Signals and PEG Access Channels, or as such service tier may be further defined by federal law.

1.6 **Cable Act** means the Cable Communications Policy Act of 1984 and the Cable

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

1.7 **Cable Operator** means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly owns a significant interest in such Cable System, or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.

1.8 **Cable Service** shall have the meaning set forth in 47 U.S.C. § 522(6), as amended, which as of the Effective Date means the one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.9 **Cable System** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right of Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand service; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

1.10 **Capacity** means the maximum ability to carry Signals or other information within a specified format

1.11 **Capital or Capital Cost** means the expenditure of funds for resources whose useful life can be expected to exceed a period of one (1) year or longer as consistent with Generally Accepted Accounting Principles ("GAAP").

1.12 **Channel** means a time or frequency slot or technical equivalent on the Cable System in a specified format, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.

1.13 **Commission** means the Metropolitan Area Communications Commission and its officers, agents and employees, created and exercising its powers pursuant to an Intergovernmental Cooperation Agreement entered into by Grantors herein, as authorized by state law (particularly ORS Chapter 190) and the laws, charters, and other authority of the individual member units of local government

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

1.14 **Demarcation** means up to and including the device where the DAP Signal is converted into a format to be transmitted over a fiber connection to Grantee.

1.15 **Designated Access Provider ("DAP")** means the entity or entities designated by the Grantor to manage or co-manage PEG Access Channels and Access Centers. The Grantor may be a Designated Access Provider; however, any other entity designated by the Grantor shall not be a third party beneficiary under this Agreement.

1.16 **Downstream** means the transport of Signals from the Headend to Subscribers or to Interconnection points served by the Cable System.

1.17 **Effective Date** means the date defined in Section 2.4 herein.

1.18 **FCC** means the Federal Communications Commission.

1.19 **Franchise** means the non-exclusive and revocable authorization for the construction and/or operation of the Cable System granted in this Agreement.

1.20 **Franchise Area** means the area within the legal jurisdictional boundaries of the individual Grantors and any member units of local government who are members of the Commission during the term of this Agreement. The Franchise Area shall include any additional signers of the Intergovernmental Agreement only if Grantee is currently providing Cable Service in such additional areas. For purposes of Washington County, the Franchise Area includes only the unincorporated areas within the legal jurisdictional boundaries of the County.

1.21 **Grantee** means Comcast of Oregon, II, Inc. or its permitted successors, transferees or assignees.

1.22 **Grantor** means, individually and, where applicable, collectively, the Oregon cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin, and West Linn together with Washington County, Oregon.

1.23 **Gross Revenue** means, and shall be construed broadly to include, all amounts in whatever form and from all sources derived directly or indirectly by Grantee and/or an Affiliate from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:

- All amounts included on Subscriber bills in the aggregate price for video programming pursuant to 47 C.F.R. § 76.310;
- Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including

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

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

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

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

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

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

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

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

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

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

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

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

1.24 **Headend** means Grantee's facility for Signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors, equipment for the Interconnection of the Cable System with adjacent Cable Systems or other separate communications network, and all other related equipment and facilities.

1.25 **Interconnect or Interconnection** means the provision by Grantee of technical, engineering, physical, financial and all other necessary components to provide and adequately maintain a physical linking of Grantee's Cable System with any other designated Cable System or any separate communications network, so that services of technically adequate quality may be sent to, and received from, such other systems to the extent required by this Agreement.

1.26 **Leased Access Channel** means any Channel commercially available for Programming for a fee or charge by Grantee to members of the general public.

1.27 **Origination Point** means a location other than an Access Center, where PEG Access Programming is delivered to the Grantee for Upstream transmission.

1.28 **Parent Corporation** means Comcast Communications, Inc. or successors and assigns and includes any other existing or future corporations with greater than fifty percent (50%) ownership or control over Grantee.

1.29 **Person** means any individual, sole proprietorship, partnership, association, corporation, or any other form of organization authorized to do business in the State of Oregon, and includes any natural person.

1.30 **Programmer** means any Person responsible for PEG Access Programming on the Cable System, including, without limitation, any Person who produces or otherwise provides PEG Access Programming for transmission on the Cable System.

1.31 **Programming** means television programs, audio, video or other patterns of Signals to be transmitted on the Cable System, and includes all programs or patterns of Signals transmitted, or capable of being transmitted, on the Cable System.

1.32 **Public Communications Network ("PCN")** means the separate communications institutional network provided by the Grantee under Section 12 of this Agreement designed principally for the provision of non-entertainment, interactive services to public Schools, public universities and colleges, Pacific University, public agencies, or the Virginia Garcia Health Centers (or successor agencies) for use in connection with the ongoing operations of such institutions. Services provided include data to PCN users on an individual application, private channel basis.

1.33 **Public Rights of Way** include, but are not limited to, Streets, bridges, sidewalks, trails, paths, public utility easements, and all other public ways, including the subsurface under and air space over these areas, excluding parks and parkways, but only to the extent of the Grantor's right, title, interest, or authority to grant a Franchise to occupy and use such Streets and easements for Cable System facilities. "Public Rights of Way" shall also include any easement granted to or owned by the Grantor and acquired, established, dedicated, or devoted for public utility purposes to the extent the easement authorizes use of the easement area for Cable Systems. Nothing in this Agreement shall preclude Grantee's use of private easements as set forth in 47 U.S.C. § 541(a)(2).

1.34 **Record** means written or graphic materials, however produced or reproduced, or any other tangible permanent record, to the extent related to the enforcement or administration of this Agreement.

1.35 **Quarterly or Quarter** means the standard calendar periods of January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31, unless otherwise specified in this Agreement.

1.36 **School** means any accredited educational institution, public or private, including, but not limited to, primary and secondary Schools.

1.37 **Section** means a provision of this Agreement, unless specified as part of another document.

1.38 **Signal** means any electrical or light impulses carried on the Cable System, whether one-way or bi-directional.

1.39 **Streets** means the surface of any public street, road, alley or highway, within the Grantor, used or intended to be used by the general public for general transportation purposes to the extent the Grantor has the right to allow the Grantee to use them, and the space above and below.

1.40 **Subscriber** means any Person who is lawfully receiving, for any purpose or reason, any Cable Service provided by Grantee by means of, or in connection with, the Cable System.

1.41 **Upstream** means the transport of Signals to the Headend from remote points

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

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) Grantor hereby grants to Grantee a nonexclusive and revocable authorization to make lawful use of the Public Rights of Way within the Franchise Area to construct, operate, maintain, reconstruct, and repair a Cable System for the purpose of providing Cable Services and to provide a PCN for voice, video, and data, subject to the terms and conditions set forth in this Agreement.

(B) This Agreement is intended to convey limited authority and interests only as to those Public Rights of Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Public Rights of Way, it does not provide the Grantee any interest in any particular location within the Public Rights of Way, and it does not confer rights other than as expressly provided in the grant hereof. This Agreement does not deprive the Grantor of any powers, rights, or privileges it now has, or may acquire in the future, to use, perform work on, or regulate the use and control of the Grantor's Public Rights of Way covered by this Agreement, including without limitation, the right to perform work on its Streets, or appurtenant public works facilities, including constructing, altering, paving, widening, grading, or excavating thereof.

(C) This Agreement authorizes Grantee to engage in providing Cable Service and to provide a related PCN as described in Section 12 of this Agreement. This Agreement shall not be interpreted to prevent the Grantor from imposing lawful additional conditions including additional compensation conditions for use of the Public Rights of Way should Grantee provide service other than Cable Service, to the extent consistent with applicable federal law. Nothing herein shall be interpreted to prevent Grantee from challenging the lawfulness or enforceability of any provisions of applicable law.

(D) Grantee promises and guarantees as a condition of exercising the privileges granted by this Agreement that any agent, Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.

2.2 Use of Public Rights of Way

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

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

2.3 **Duration**

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

2.4 **Effective Date**

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

2.5 **Franchise Nonexclusive**

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

2.6 **Grant of Other Franchises**

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

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

(B) As part of this Agreement, the Grantor and Grantee have mutually agreed that only the following material Franchise terms may be used to compare Grantee's Franchise to a wireline competitor: a five percent (5%) Franchise fee, PEG funding, PEG Access Channels, customer service obligations and complimentary services (hereinafter "Material Obligations").Grantor and Grantee agree that these Material Obligations bear no relationship to the technology employed by the Grantee or a wireline competitor and as such can reasonably be expected to be applied fairly across all wireline competitors.

(C) Anytime after the adoption of a wireline competitor's franchise or similar authorization, Grantee must notify the Grantor in writing of the Material Obligations in the wireline competitor’s franchise that are materially more favorable than the Material Obligations of this Agreement. The Grantor shall have one hundred twenty (120) days to agree to allow Grantee to adopt the same Material Obligations provided to the wireline competitor, or dispute that the Material Obligations in the wireline competitor’s franchise are materially more favorable. In the event the Grantor disputes the Material Obligations in the wireline competitor’s franchise are materially more favorable, Grantee may bring an action in federal or state court for a determination as to whether the Material Obligations are materially more favorable and as to what Franchise amendments would be necessary to remedy the disparity. Alternatively, Grantee may notify the Grantor that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

(D) Nothing in this Section 2.6 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the Grantor be required to refund or to offset against future amounts due the value of benefits already received.

(E) This provision does not apply if the Grantor is ordered or required to issue a franchise on different terms and conditions, or it is legally unable to impose on a competitor the same Material Obligations as in this Agreement; and the relief is contingent on the new wireline competitor actually commencing provision of Cable Service in the market to its first

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

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

2.7 **Police Powers**

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

2.8 **Relations to Other Provisions of Law**

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

2.9 **Effect of Acceptance**

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

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

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fees

(A) As compensation for the benefits and privileges granted under this Agreement, and in consideration of permission to use Public Rights of Way, Grantee shall pay as a Franchise fee to Grantor, throughout the duration of this Agreement, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise fees shall commence as of the Effective Date of this Agreement. The Franchise fees are in addition to all other fees, license, permit fee, assessments, taxes, or payments of general applicability, including any fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor, that the Grantee may be required to pay under any federal, state, or local law to the extent not inconsistent with applicable law. This Agreement and the Franchise fees paid hereunder are not in lieu of any other generally applicable required permit, authorization, fee, charge, or tax.

(B) In the event any law or valid rule or regulation applicable to this Franchise limits Franchise fees below the five percent (5%) of Gross Revenues required herein, the Grantee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then the Grantee shall pay the higher amount up to the maximum allowable by law, not to exceed five percent (5%) during all affected time periods.

3.2 Payments

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

3.3 Acceptance of Payment and Recomputation

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

3.4 Quarterly Franchise Fee Reports

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

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

3.5 **Annual Franchise Fee Reports**

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

3.6 **Audit/Reviews**

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

(A) Source documents, which demonstrate the original or beginning amount, and the final amount shown on any report related to and/or included in the determination of Franchise fees, including revenues or expenses related thereto.

(B) Source documents that completely explain any and all calculations related to any allocation of any amounts involving Franchise fees, revenues, or expenses related thereto.

(C) Any and all accounting schedules, statements, and any other form of representation, which relate to, account for, and/or support and/or correlate to any accounts involving Franchise fees, revenues or expenses related thereto.

3.7 **Interest on Late Payments**

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

3.8 **Additional Commitments Not Franchise Fees**

(A) No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees related to Cable Services to Grantor in accordance with applicable law, except as expressly provided in 47 C.F.R. § 76.42. Although the total sum of Franchise fee payments and additional commitments set forth elsewhere in this Agreement may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the additional commitments herein are not Franchise fees as defined under federal law, to the extent not inconsistent with applicable federal law, nor are they to be offset or credited against any Franchise fee payments due to Grantor, except as expressly provided in 47 C.F.R. § 76.42.

(B) To the extent Grantee believes any in-kind, cable-related contributions are considered “franchise fees” subject to the five percent cap set forth in 47 U.S.C. § 542(b) as expressly provided in 47 C.F.R. § 76.42, Grantee shall provide Grantor written notice of each in-kind, cable-related contribution and Grantee’s calculation of the marginal cost to Grantee of each contribution. Within thirty (30) days of a request from Grantor, Grantee shall provide documentation to support Grantee’s calculation of marginal cost. Within one hundred and twenty (120) days of receiving the notice and requested documentation to support Grantee’s calculation, Grantor will notify Grantee, with respect to each identified in-kind, cable-related contribution, whether (i) the Grantee is relieved of the obligation in whole or in part; (ii) the Grantee may count the in-kind, cable-related contribution toward the Franchise fee cap at the marginal cost of such contribution; or (iii) Grantor disputes that the contribution is subject to inclusion in Franchise fees pursuant to 47 C.F.R. § 76.42 or disputes the calculation of marginal cost, in which case the parties shall follow the dispute resolution procedures in Section 19.2.

3.9 **Costs of Publication**

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

3.10 **Payment on Termination**

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

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

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

4.2 Rates and Charges

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

4.3 Rate Discrimination

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

4.4 Filing of Rates and Charges

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

4.5 Time Limits Strictly Construed

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

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

4.6 **Mid-Term Performance Evaluation Session**

(A) Upon sixty (60) days' notice to Grantee, Grantor may hold a single performance evaluation session during the term of this Agreement. Grantor shall conduct such evaluation session.

(B) The evaluation session shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

(C) The evaluation session shall deal with the Grantee's performance of the terms and conditions of this Agreement and compliance with state and federal laws and regulations.

(D) Upon request, as part of the performance evaluation session, Grantee shall submit to the Grantor a plant survey, report, or map, in a format mutually acceptable to Grantor and Grantee, which includes a description of the portions of the Franchise Area that are cabled and have all Cable Services available. Such report shall also include the number of miles and location of overhead and underground cable plant. If the Grantor has reason to believe that a portion or all of the Cable System does not meet the applicable FCC technical standards, the Grantor, at its expense, reserves the right to appoint a qualified independent engineer to evaluate and verify the technical performance of the Cable System.

(E) During the evaluation under this Section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to perform the evaluation subject to Section 7.2.

4.7 **Force Majeure**

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

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

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 **Insurance Requirements**

(A) General Requirement. Grantee must have adequate insurance in full force and effect at its own cost and expense during the entire term of this Agreement to protect against claims for injuries to Persons or damages to property which in any way relate to, arise from, or are connected with this Agreement or involve Grantee, its agents, representatives, contractors, subcontractors and their employees.

(B) Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth by the Grantor from time to time. The Grantee shall obtain policies for the following initial minimum insurance limits:

(1) Commercial General Liability insurance with limits of no less than three million dollars ($3,000,000.00) per occurrence and three million dollars ($3,000,000.00) general aggregate. Coverage shall include severability of interests with respect to each additional insured. Such insurance shall cover liability arising from premises, operations, property damage, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Grantor shall be included as an additional insured under the Grantee’s Commercial General Liability insurance policy with respect to this Franchise Agreement.

(2) Commercial Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of three million dollars ($3,000,000.00) per accident. The policy shall contain a severability of interest provision with respect to each additional insured.

(3) Employer’s Liability: Three million dollars ($3,000,000);

(4) Workers Compensation: With coverages and limits in accordance with applicable State of Oregon statutes;

(5) Excess or Umbrella Liability Insurance shall be written with limits of not less than three million dollars ($3,000,000.00) per occurrence and annual aggregate. The Excess or Umbrella Liability requirements and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability Insurance, or any combination thereof that achieves the overall required limits.

(C) The Grantee shall cause each of its subcontractors to provide insurance coverage reasonably appropriate to the scope of each such subcontractor's work.

(D) Failure on the part of the Grantee to maintain the insurance as required may constitute a material breach of this Agreement.

(E) If Grantee changes its policy to include a self-insured retention, the Grantee shall give notice of such change to the Grantor. Grantor's approval will be given if the self-insured retention is consistent with standard industry practices. Any deductible or self-insured retention of the policies shall not in any way limit Grantee's liability to the Grantor.

(F) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Grantor, its officers, officials, employees, boards, commissions and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Agreement or applicable law, or in the construction, operation or repair, or ownership of its Cable System;

(b) The Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, employees, boards, commissions and agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, employees, boards, commissions and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) All policies shall contain, or shall be endorsed so that:

(a) The policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not to renew be stated by the insurance company except after forty-five (45) days' prior written notice, return receipt requested, has been provided to Grantor.

(G) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."

(H) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices and are to be received and approved by the Grantor prior to the commencement of activities associated with this Agreement. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Agreement.

(I) Adequacy of Limits and Coverage. It is agreed that the insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

5.2 **Indemnification**

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

(1) To persons or property, to the extent such liability arises out of

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

(2) Arising out of any claim for invasion of the right of privacy; for defamation of any Person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark, or patent; for a failure by the Grantee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System; or for violation of any other right of any Person, to the extent such liability arises out of or through the acts or omissions of the Grantee, provided, however, that Grantee will not be required to indemnify Grantor for any such claims arising out of use of PEG Access Channels or use of PEG funds by Grantor and/or DAP;

(3) Arising out of Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Agreement applies, to the extent such liability arises out of or through the acts or omissions of the Grantee; and

(4) Arising from any third party suit, action or litigation, whether brought by a competitor to Grantee or by any other Person or entity, to the extent such liability arises out of or through the acts or omissions of the Grantee, whether such Person or entity does or does not have standing to bring such suit, action or litigation if such action (1) challenges the authority of the Grantor to issue this Agreement to Grantee; or (2) alleges that, in issuing this Agreement to Grantee, the Grantor has acted in a disparate or discriminatory manner.

(B) Duty to Give Notice and Tender Defense. The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity obligation in this Section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend, settle or compromise any claims arising thereunder, and the Grantor shall cooperate fully therein. Grantee shall accept or decline the tender within thirty (30) days. Grantee shall reimburse reasonable attorney fees and costs incurred by the Grantor during the thirty (30) day period in which the Grantee accepts or declines tender. In the event that the Grantee declines defense of the claim in violation of this Section 5.2, the Grantor may defend such claim and seek recovery from Grantee for its expenses for attorney fees, costs and disbursements, including expert

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

5.3 **Performance Bond**

(A) In addition to any other generally applicable bond or security fund obligations required by local ordinance or regulation, upon the Effective Date of this Agreement, the Grantee shall furnish proof of the posting of a faithful performance bond running to the Grantors collectively with good and sufficient surety approved by the Commission, in the penal sum of Three Hundred Fifty Thousand Dollars ($350,000.00), conditioned that Grantee shall well and truly observe, fulfill and perform each term and condition of this Agreement. Such bond shall be issued by a bonding company licensed to do business in the State of Oregon and shall be maintained by the Grantee throughout the term of this Agreement.

(B) The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days' written notice first being given to the Grantor. The bond shall be subject to the approval of the Grantor or the Commission as to its adequacy under the requirements of this Section. During the term of the bond, Grantee shall file with the Grantor a duplicate copy of the bond along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty (30) days' prior written notice to the Grantor.

SECTION 6. CUSTOMER SERVICE

6.1 Grantee shall comply with the customer service standards set forth in 47 C.F.R. Part 76 of the FCC's rules and regulations, as amended, including but not limited to 47 C.F.R. §§ 76.309, 76.1602, 76.1603, 76.1619 and 76.1713. Nothing in this Franchise shall be deemed to waive any rights or authority Grantor may have pursuant to 47 U.S.C. § 552.

6.2 Emergency Broadcast. Grantee will comply with the Emergency Alert System (EAS) as provided under applicable FCC Regulations, the Oregon State EAS Plan and the local EAS plan, if any, that applies to Grantor.

6.3 ADA Accessible Equipment. Grantee shall comply with the Americans with Disabilities Act ("ADA"), any amendments thereto and any other applicable federal, state or local laws or regulations. Grantee shall notify Subscribers of the availability of ADA equipment and services and, upon request, shall provide such equipment and services in accordance with federal and state laws.

6.4 Discriminatory Practices. Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Programmers or any other Persons on the basis of race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee shall comply at all times with all other

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

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

(A) Grantee shall manage all of its operations in accordance with a policy of keeping its documents and Records open and accessible to Grantor. Grantor shall have access to, and the right to inspect, any books and Records of Grantee, its Parent Corporations and Affiliated entities that are reasonably related and necessary to the administration or enforcement of the terms of this Agreement. Grantee shall not deny Grantor access to any of Grantee's Records on the basis that Grantee's Records are under the control of any Parent Corporation, Affiliated entity or a third party. Grantor may, in writing, request copies of any such Records or books and Grantee shall provide such copies within ten (10) business days of the transmittal of such request. If the requested books and Records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) business days, that Grantor inspect them at one of Grantee's local area offices. If any books or Records of Grantee are not kept in a local office, Grantee will provide or otherwise make such documents available for inspection and review at the local office within ten (10) business days.

(B) Grantee shall provide Grantor with a sample Cable Services bill, on a monthly basis.

(C) Grantee shall at all times maintain and allow Grantor, with reasonable notice, access and the right to review a full and complete set of plans, Records and "as built" maps showing the location of all Cable System equipment installed or in use in the Franchise Area, exclusive of electronics, Subscriber drops and equipment provided in Subscribers' homes. These maps shall be maintained in a standard format and medium consistent with Grantee's regular business practices. Grantor's review of the plans, Records, and as-built maps, provided for herein, shall occur at the Grantee's local office, or, upon Grantor’s request, in electronic format acceptable to Grantor subject to Section 7.2.

(D) The ability for Grantor to obtain Records and information from Grantee is critical to the administration of this Agreement and the requirements herein. Therefore, Grantee's failure to comply with the requirements of this Section may result in fines as prescribed in Section 15.

7.2 Confidentiality

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

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

7.3 **Copies of Federal and State Documents**

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

7.4 **Complaint File and Reports**

(A) Grantee shall keep an accurate and comprehensive Record of any and all complaints regarding the operation and performance of the Cable System within the Franchise Area, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. Those Records shall be retained for one (1) year, and remain available to Grantor during normal business hours.

(1) Upon written request prior to the end of a Quarter, Grantee shall provide to Grantor an executive summary report within forty-five (45) days of the end of the Quarter, which shall include the following information:

(a) Nature and type of customer complaints.

(b) Number, duration, general location and customer impact of unplanned service interruptions.

(c) Any significant construction activities which affect the quality or otherwise enhance the service of the Cable System.

(d) Subscriber reports indicating the total number of Subscribers in such format as Grantee commonly prepares such reports, provided that Grantor may require additional detail when reasonably necessary for Franchise-related purposes.

(e) Total disconnections and major reasons for those disconnections.

(f) Total number of cable service calls.

(g) A Telephone Response activity report provided in a manner consistent with FCC requirements, or any Grantor customer service standards, showing Total Calls Answered within thirty (30) seconds, Average Hold Time, Percent of Calls Answered within thirty (30) Seconds, Percent of Abandoned Calls, and the Percent of Lines Available. A sample of an acceptable report pursuant to this Section is attached to this Agreement as Attachment A.

(h) Such other information about special problems, activities, or achievements as Grantee may want to provide Grantor.

(2) Grantor shall also have the right to request such information as appropriate and reasonable to determine whether or not Grantee is in compliance with applicable customer service standards. Such information shall be provided to Grantor in such format as Grantee customarily prepares reports. Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to evaluate compliance.

7.5 **Inspection of Facilities**

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

7.6 **False Statements**

Any intentional false or misleading statement or representation in any report

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

7.7 **Report Expense**

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

SECTION 8. PROGRAMMING

8.1 **Broad Programming Categories**

(A) Grantee's Cable System shall provide a wide diversity of Programming, including broad categories such as:

(1) Educational Programming.

(2) Sports.

(3) General entertainment (including movies).

(4) Children/family-oriented.

(5) Arts, culture and performing arts.

(6) Foreign language.

(7) Science/documentary.

(8) Weather information.

(9) Programming addressed to diverse ethnic and minority interests in the Franchise Area.

(10) National, state, and local government affairs.

8.2 **Parental Control Devices**

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

8.3 **Leased Access Channels**

Grantee shall meet the requirements for Leased Access Channels imposed by

federal law.

8.4 **Continuity of Service**

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are satisfied. Subject to the force majeure provisions of Section 4.7 of this Agreement, Grantee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances.

(B) In the event of a change in ownership, or in the event a new Cable Operator acquires the Cable System in accordance with this Agreement, Grantee shall cooperate with Grantor and such new Cable Operator in maintaining continuity of service to all Subscribers.

SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 **Management and Control of Access Channels**

(A) Grantor may authorize a DAP to control and manage the use of any and all Access Centers, including, without limitation, the operation of Access Channels provided by Grantee under this Agreement. To the extent of such designation by Grantor, as between the DAP and Grantee, the DAP(s) shall have sole and exclusive responsibility for operating and managing such Access Centers. The Grantor or its designee may formulate rules for the operation of the Public Access Channel, consistent with this Agreement; such rules shall not be designed to control the content of Public Access Programming. Nothing herein shall prohibit the Grantor from authorizing itself to be a DAP.

(B) Grantee shall cooperate with Grantor and DAPs in the use of the Cable System and Access Centers for the provision of PEG Access.

(C) The Grantor shall allocate Access resources consistent with applicable law.

(D) The Grantee shall, at Grantee's expense, provide connection, including all necessary terminal equipment for the transmission, of all PEG Access Channels required in this Agreement to and from the Grantee's Headend and the DAP headend as of the Effective Date of this Agreement. If the Grantor designates new Access providers, or if a current DAP moves its site or location at its own instigation after the Effective Date of this Agreement, the costs to construct the Cable System from the new site or location to the nearest distribution point of the Cable System shall not be the responsibility of Grantee and may be funded from the PEG capital fee under Section 13 of this Agreement.

9.2 **Channel Capacity and Use**

(A) Upon the Effective Date of this Agreement, all Access Channels provided for herein are administered by the Grantor or a DAP.

(B) Throughout the term of this Agreement, Grantee shall, at Grantee's expense and free of charge to Grantor and any DAP, provide five (5) Downstream Channels of Public, Educational, and Governmental Access Programming that shall be fully available to and viewable by every Subscriber regardless of subscription level, without additional costs, charges or equipment beyond the costs, charges and equipment required for the Subscribers' chosen subscription level. The Channel designations of those Channels as of the Effective Date of this Agreement are: Channel 21; Channel 23; Channel 28; Channel 30 West Linn and Channel 30 MACC. Notwithstanding the first sentence of this subsection (B), Grantee is not obligated to make Channel 30 West Linn available and viewable to Subscribers outside of the West Linn city limits and is not obligated to make Channel 30 MACC available and viewable to Subscribers within the West Linn city limits. Grantee does not relinquish its ownership of or ultimate right of control over Cable System Capacity or a Channel position by initially designating it for PEG Access use.

(C) Grantee shall simultaneously carry all five (5) Access Channels in both Standard Definition (SD) and High Definition (HD), provided that Grantee shall have one hundred twenty (120) days after written request from the Grantor (which may be by electronic mail) to add the HD Channels for Channels 21, 23 and 30 West Linn. If, during the term of this Agreement, Grantee no longer offers any SD format Channels on the Cable System, Grantee may, after written notice to Grantor, stop providing the SD Access Channels. The Grantor acknowledges that receipt of HD format Access Channels may require Subscribers to buy or lease special equipment or pay additional HD charges applicable to HD services. For purposes of this Agreement, "HD" shall mean the highest quality format available for commercial Channels on the Cable System.

(D) Throughout the term of this Agreement, Grantee shall, at Grantee's expense and free of charge to the Grantor and any DAP, provide and maintain existing fiber Upstream links to enable character generated, pre-recorded, and live cablecasts between the Origination Points provided pursuant in Section 9.7 and any DAP headend facility to enable the distribution of PEG Access Programming to Subscribers on PEG Channels.

(E) Grantor or Grantee may request a review of the PEG Channels any time after the second year of the agreement to discuss items such as new Signal delivery options, Channel usage, and changes in technology.

9.3 **Access Channel Components**

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

9.4 **Quality of Access Channel Signals.**

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

9.5 **Relocation of Access Channels**

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

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

9.6 **Access Interconnections**

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

9.7 **Origination Points**

(A) The existing Origination Points listed in Attachment B will remain available, at the expense of Grantee, for use by the DAP to enable the distribution of PEG Access Programming on the Cable System during the term of this Agreement.

(B) Additional permanent Origination Points requested by the Grantor or DAP in writing shall be provided by Grantee as soon as reasonably possible, but not longer than one hundred eighty (180) days, at the expense of Grantor or DAP. Such costs may be paid for from the PEG capital fee in Section 13.

(C) There shall be no charge to the Grantor, to the Commission, to any other DAP, or to any other Person for the use of the Upstream Capacity from the program origination locations described in this Section, so long as the transmissions are designed for re-routing and distribution on any PEG Channel(s).

9.8 **Changes in Technology**

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

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

9.9 **Technical Quality**

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

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

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

SECTION 10. GENERAL STREET USE AND CONSTRUCTION

10.1 **Construction**

(A) Notwithstanding any other provision of this Agreement, Grantee shall comply with all Grantor codes, ordinances, resolutions, rules or regulations relating to use of the Streets and/or Public Rights of Way ("ROW Codes") that are applicable to Cable Systems. The provisions of this Section 10 shall apply only (i) if Grantor has no ROW Codes applicable to Cable Systems; or (ii) to the extent the provisions are not inconsistent with Grantor's ROW Codes.

(B) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Agreement, Grantee may perform all construction and maintenance necessary for the operation of its Cable System to provide Cable Service. All construction and maintenance of any and all facilities within the Public Rights of Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Except as permitted in Section 10.1(E), prior to performing any construction or maintenance in the Public Rights of Way, Grantee shall apply for, and obtain, all required permits. Grantee shall pay, prior to issuance, all applicable fees of the requisite

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

(C) All construction shall be performed in compliance with this Agreement, all applicable Grantor ordinances and codes, and any permit issued by the Grantor. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other Cable Operators, franchisees, licensees and permittees so as to reduce as far as possible the number of Street cuts.

(D) Grantor shall have the right to inspect all construction or installation work performed within the Franchise Area as it shall find necessary to ensure compliance with the terms of this Agreement, other applicable provisions of law, and any permit issued by the Grantor.

(E) In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits as soon as reasonably practicable but in no event later than forty-eight (48) hours after discovery of the emergency. Grantee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permit or license fees. As used in this subsection, “emergency” means a circumstance in which immediate work is necessary to restore lost service or prevent immediate harm to persons or property.

(F) Whenever reasonably possible, to avoid additional wear and tear on the Public Rights of Way, Grantee shall utilize existing poles and conduit. Notwithstanding the foregoing, this Agreement does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person without their permission.

10.2 **Location of Facilities**

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

10.3 **Relocation**

(A) Relocation for Grantor.

(1) Upon at least thirty (30) days' notice, Grantor shall have the right to require Grantee to change the location of any part of Grantee's Cable System within the Public Rights of Way when the public convenience requires such change, and the expense thereof shall be paid by Grantee (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party). Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by Grantor due to Grantee's delay, within forty-five (45) days of receipt of an invoice. If Grantor requires Grantee to relocate its facilities located within the Public Rights of Way, Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights of Way.

(2) If public funds, which Grantor received, are available to any other user of the Public Rights of Way (except for Grantor) for the purpose of defraying the cost of relocating or removing facilities and Grantee relocates or removes its facilities as required by Grantor under this Agreement, the Grantor shall notify Grantee of such funding and will consider reimbursing Grantee for such costs to the extent permitted or allowed by the funding source or applicable state law and to the extent other users of the Public Rights of Way are provided such funds.

(B) Relocation by Grantor. The Grantor may remove, replace, modify or disconnect Grantee's facilities and equipment located in the Public Right of Way or on any other property of the Grantor in the case of fire, disaster, or other emergency, provided that Grantor shall be responsible for any damage to Grantee's facilities as a result of Grantor's negligence or gross negligence in performing work under this Section. The Grantor shall attempt to provide notice to Grantee prior to taking such action and shall, when feasible, provide Grantee with the opportunity to perform such action.

(C) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation or repair of the facilities or equipment of another Franchise holder or licensee, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee and such other Franchise holder shall determine how costs associated with the removal or relocation required herein shall be allocated.

(D) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall

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

10.4 **Restoration of Public Rights of Way**

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

10.5 **Maintenance and Workmanship**

(A) Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, poles, wires, conduits, pedestals, structures, equipment or other facilities that may have been laid in the Public Rights of Way by, or under, Grantor's authority.

(B) Grantee shall maintain and use the Cable System so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, change and improve its facilities to keep them in good repair, and safe and presentable condition.

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

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

10.7 **Use of Conduits by Grantor**

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

10.8 **Public Rights of Way Vacation**

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

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

10.9 **Discontinuing Use of Facilities**

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

10.10 **Hazardous Substances**

(A) Grantee shall comply with all applicable local, state and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Public Rights of Way.

(B) Grantee shall maintain and inspect its Cable System located in the Public Rights of Way. Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in the Public Rights of Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Agreement, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to forever indemnify the Grantor, its officers, boards, commissions, duly authorized agents, and employees, from and against any claims, costs and expenses of any kind, pursuant to and in accordance with applicable state or federal laws, rules and regulations, for the removal or remediation of any leaks, spills, contamination or residues of hazardous substances attributable to Grantee's Cable System in the Public Rights of Way.

10.11 **Undergrounding of Cable**

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

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

(B) Where utility lines are subsequently placed underground pursuant to a statute, ordinance, policy, or other regulation or order of an individual Grantor or Commission, all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor or Subscribers, except as provided in subsection (C) of this Section 10.11.

(C) Cable System equipment such as pedestals must be placed in accordance with applicable code requirements and underground utility rules; provided, however, nothing in this Agreement shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, pedestals, power supplies, or other related equipment where the Grantor has authorized above-ground placement.

(D) In areas where telecommunications and electric utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the reasonable additional cost in excess of aerial installation.

(E) For purposes of this Section 10.11, "utility lines" and "utility wiring" does not include high voltage electric lines, which are electric lines used for transmission of electric energy at nominal voltages in excess of thirty-five thousand (35,000) volts.

10.12 **Tree Trimming**

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

10.13 **Construction, Building and Zoning Codes**

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

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

10.14 **Standards**

(A) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. The Grantee must comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Grantee must comply with applicable provisions of the National Electrical Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(B) Grantee shall ensure that individual Cable System drops are properly bonded to the electrical power ground at the home at time of installation, and are consistent, in all respects, with applicable provisions of the National Electrical Code and the National Electrical Safety Code. All non-conforming or non-performing drops shall be repaired or replaced by Grantee as necessary.

SECTION 11. SYSTEM DESIGN AND STANDARDS

11.1 **Subscriber Network**

(A) As of the Effective Date of this Franchise, the Cable System utilizes a fiber to the node and fiber to the premise architecture. Throughout the term of this Agreement, all active electronics will be 750 MHz capable equipment, or equipment of higher bandwidth.

(B) The Cable System shall be two-way capable and able to support two-way high speed cable modem service via the Cable System. Passive devices will pass a minimum bandwidth of 750MHz.

(C) The Cable System shall be capable of delivering at least 200 Channels including but not limited to digital music and video on demand to Subscribers.

(D) The Grantor may review the system performance, Capacity and services offered to ensure the system keeps pace with changes in technology and is at least comparable to other systems in the Portland Metropolitan area.

(E) Grantee's Subscriber network shall, at all times, meet or exceed the minimum system design and performance standards and specifications required by the FCC.

11.2 **Test and Compliance Procedures**

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

11.3 **Standby Power**

(A) Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, to the node, rated for at least four (4) hours duration. In addition, throughout the term of this Agreement, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours.

(B) Grantee shall continue to utilize status monitoring of the Cable System which can continually monitor the system for signal quality on the forward and return spectrums of the System. In addition, the Grantee shall maintain status monitoring for all power supplies in its headend(s) and hub(s) as well as the distribution system.

(C) Status monitoring shall be capable of notifying the Grantee 24/7 of system problems including utility power outages that will negatively affect its customers.

SECTION 12. INSTITUTIONAL NETWORK SERVICES

12.1 **History**

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

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

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

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

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

12.3 **Master Services Agreement**

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

12.4 **Transition to New Master Services Agreement**

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

12.5 **Breach of the Master Services Agreement**

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

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

12.6 **Grantor/User Meetings**

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

12.7 **Annual Report to Grantor**

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

12.8 **Security**

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

SECTION 13. PEG ACCESS AND PCN GRANT FUND

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

13.1 **Fund Payments**

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

13.2 **Annual Grant Award Report**

(A) Grantor shall provide a report annually to the Grantee on the use of the funds provided by to the Grantor under this Section. Reports shall be submitted to the Grantee within one hundred twenty (120) days of the close of Grantor's fiscal year.

(B) Grantee may reasonably review Records of the Grantor (and of the DAP) related to the use of funds in such reports to confirm that funds are used in accordance with federal law and this Agreement. Grantee will notify the Grantor in writing at least thirty (30) days prior to the date of such a review and identify the relevant financial Records of Grantor (and the DAP) that Grantee wants to review. The time period of the review shall be for the fund payments received no more than thirty-six (36) months prior to the date the Grantee notifies Grantor of its intent to perform a review. The Grantor shall make such Records available for inspection and copying during normal business hours at the office of the Grantor (or the DAP).

13.3 **PEG Access Not Franchise Fees**

(A) Grantee agrees that financial support for PEG Access and the PCN, and all other Grantee PEG and PCN obligations set forth in this Agreement, shall in no way modify or otherwise affect Grantee's obligations to pay Franchise fees to Grantor. Grantee agrees that although the sum of Franchise fee and the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any past, present or future Franchise fee payments under this Agreement so long as such fees are used in a manner consistent with this Agreement and federal law.

(B) Grantor recognizes Franchise fees and certain additional commitments are external costs as defined under the FCC rate regulations in force at the time of adoption of this Agreement and Grantee has the right and ability to include Franchise fees and certain other commitments that are not included in Franchise fees on the bills of cable Subscribers (47 C.F.R. § 76.922).

SECTION 14. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

14.1 **Equivalent Service**

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

14.2 **Service Availability**

(A) Service to New Subdivisions. Grantee shall provide Cable Service in new subdivisions upon the earlier of either of the following occurrences: (1) Within sixty (60) days of the time when foundations have been installed in fifty (50) percent of the dwelling units in any individual subdivision; or (2) Within thirty (30) days following a request from a resident. For purposes of this Section, a receipt shall be deemed to be made on the signing of a service agreement, receipt of funds by the Grantee, receipt of a written request by Grantee, or receipt by Grantee of a verified verbal request.

(B) Grantee shall provide such Cable Service:

(1) With no line extension charge except as specifically authorized elsewhere in this Agreement.

(2) At a nondiscriminatory installation charge for a standard installation, consisting of a drop no longer than one hundred twenty five (125) feet, with additional charges for non-standard installations computed according to a nondiscriminatory methodology for such installations, adopted by Grantee and provided in writing to Grantor; and at nondiscriminatory monthly rates for residential Subscribers, subject to federal law.

(C) Required Extensions of Service. Whenever the Grantee shall receive a request for service from a potential Subscriber where there are at least six (6) dwelling units within one thousand three hundred twenty (1,320) cable-bearing strand feet (one-quarter cable mile) for aerial plant, and ten (10) dwelling units within one thousand three hundred twenty (1,320) cable-bearing strand feet (one-quarter cable mile) for underground plant, measured from the nearest trunk or distribution cable capable of supporting the additional distance, it shall extend its Cable System to the potential Subscriber(s) at no cost to the potential Subscriber(s) other than the usual connection fees for all customers, within ninety (90) days of receipt of the request for service except for circumstances beyond Grantee's control.

(D) Customer Charges for Extensions of Service. No potential Subscriber shall be refused service arbitrarily. However, for any dwelling unit that does not meet the density requirement in Section 14.2(C), Grantee shall have no obligation to provide Cable Service absent a Subscriber commitment to pay a portion of actual construction costs incurred consistent with the formula below. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be extended, the Grantee shall contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of dwelling units per one thousand three hundred

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

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

14.3 **Connection of Public Facilities**

(A) The parties acknowledge that as of the Effective Date of this Franchise, Grantee continues to provide one (1) outlet of Basic Service and limited Basic Service, or its reasonable equivalent ("Complimentary Services") to certain Schools, libraries, and public buildings within the Franchise Area, and Grantee shall continue to provide these Complimentary Services throughout the term of this Franchise. Those portions of buildings housing prison/jail populations shall be excluded from this requirement. In addition, Grantee agrees to provide, at no cost, one (1) outlet of Basic Service and limited Basic Service (or its functional equivalent) Programming to all such future public buildings if the drop line to such building does not exceed one hundred and twenty five (125) cable feet or if Grantor or other agency agrees to pay the incremental cost of such drop line in excess of one hundred twenty five (125) feet, including the cost of such excess labor and materials. Outlets of Basic Service and limited Basic Service (or its functional equivalent) Programming provided in accordance with this subsection may be used to distribute Cable Service throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Cost for any additional outlets shall be the responsibility of Grantor.

(B) In the event Grantee believes the Complimentary Services are considered "franchise fees" subject to the five percent cap set forth in 47 U.S.C. § 542(b) and intends to include the costs in its Franchise fee calculation, the parties shall follow the procedure set forth in Section 3.8(B).

(C) The Grantor shall have the right, at any time, to discontinue the receipt of all or a portion of the Complimentary Services provided by the Grantee in the event Grantee elects to include the costs in its Franchise fee payment Grantee's marginal cost to provide the Complimentary Services as set forth in the preceding paragraph.

SECTION 15. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE

15.1 **Procedure for Remedying Franchise Violations**

(A) If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.

(B) Upon receipt of notice, Grantee shall have thirty (30) calendar days from the date of receipt of such notice to:

(1) Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and requesting a hearing in accordance with subsection (E) below;

(2) Cure the violation; or

(3) Notify Grantor that Grantee cannot cure the violation within the thirty (30) days, and notify the Grantor in writing of what steps the Grantee shall take to cure the violation, including the Grantee's projected completion date for such cure. In such case, Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection (C) below.

(C) In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor shall, within thirty (30) days of Grantor's receipt of such notice, set a hearing. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. Notwithstanding the foregoing, in the event the parties mutually agree, prior to the public hearing required in this subsection (C), that Grantee's plan and completion date are reasonable, the same may be approved by the Grantor without a hearing. The Grantor may waive all or part of the fines for such extended cure period in accordance with the criteria set forth in subsection (G) below.

(D) In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (C), the Grantor shall set a hearing to determine what fines, if any, shall be applied.

(E) In the event that the Grantee contests the Grantor's assertion that a violation has occurred, and requests a hearing in accordance with subsection (B)(1) above, the Grantor shall set a hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what fines shall be applied.

(F) In the case of any hearing pursuant to this Section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee shall be provided an opportunity to be heard, examine Grantor's witnesses, and to present evidence in its defense. The Grantor may also hear any other Person interested in the subject, and may provide additional hearing procedures as Grantor deems appropriate.

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

(1) Whether the violation was unintentional;

(2) The nature of the harm which resulted;

(3) Whether there is a history of prior violations of the same or other requirements;

(4) Whether there is a history of overall compliance; and/or

(5) Whether the violation was voluntarily disclosed, admitted or cured.

(H) If, after the hearing, Grantor determines that a violation exists, Grantor may use one or more of the following remedies:

(1) Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;

(2) Establish the amount of fine set forth in Section 15.2, taking into consideration the criteria provided for in subsection (G) of this Section as appropriate in Grantor's discretion;

(3) Revoke this Agreement; and/or

(4) Pursue any other legal or equitable remedy available under this Agreement or any applicable law.

(I) Fines shall not be imposed in an amount in excess of seventy-five thousand dollars ($75,000) for the Grantors collectively within any twelve (12) month consecutive period.

(J) The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor or its designee, provided that any such final determination shall be subject to review by a court of competent jurisdiction under applicable law.

15.2 **Fines**

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

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

(1) For violating aggregate performance telephone answering standards for a Quarterly measurement period:

(a) $10,000 for the first such violation;

(b) $20,000 for the second such violation, unless the violation has been cured;

(c) $30,000 for any and all subsequent violations, unless the violation has been cured;

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

(2) For violation of applicable Subscriber service standards where violations are not measured in terms of aggregate performance standards: $750 per violation, per day;

(3) For all other violations of this Agreement, except as otherwise provided herein: $750/day for each violation for each day the violation continues.

(4) For purposes of subsections (2) and (3) of this Section 15.2(A), the date of violation will be the date of the event and not the date Grantee receives notice of the violation.

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

(1) Whether the violation was unintentional;

(2) The nature of the harm which resulted;

(3) Whether there is a history of prior violations of the same or other requirements;

(4) Whether there is a history of overall compliance; and/or

(5) Whether the violation was voluntarily disclosed, admitted or cured.

(C) Collection of Fines. The collection of fines by the Grantor shall in no respect affect:

(1) Compensation owed to Subscribers;

(2) The Grantee's obligation to comply with all of the provisions of this Agreement or applicable law; or

(3) Other remedies available to the Grantors provided, however, that collection of fines shall be the exclusive remedy for the Grantors for the particular incident or for the particular time period for which fines are imposed other than reasonable attorney fees and costs, if applicable. If the violation continues beyond the particular time period, Grantor shall have the right to pursue other remedies under this Agreement.

15.3 **Revocation**

(A) Should Grantor seek to revoke the Franchise after following the procedures set forth in Section 15.1, Grantor shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event Grantor has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. Grantor shall cause to be served upon Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

(B) At the designated hearing, Grantee shall be provided a fair opportunity for full participation, and both Grantee and Grantor shall have the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the other party, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. Grantee may request, prior to the hearing, that Grantor provide a complete verbatim record and transcript of such hearing, which shall be at Grantee’s cost.

(C) Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter Grantor shall determine (i) whether such event of default is excusable; and (ii) whether such event of default has been cured or will be cured by Grantee. Grantor shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to Grantee to effect any cure. If Grantor determines that the Franchise shall be revoked, Grantor shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of Grantor to an appropriate court, which shall have the power to review the decision of Grantor.

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

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

15.4 **Relationship of Remedies**

(A) Remedies are Non-exclusive. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the Grantor at law or equity. The collection of fines by Grantor shall in no respect affect:

(1) Refunds or credits owed to Subscribers; or

(2) Grantee's obligation to comply with the provisions of this Agreement or applicable law.

(B) No Election of Remedies. Without limitation, the withdrawal of amounts from the Grantee's performance bond, or the recovery of amounts under the insurance, indemnity or penalty provisions of this Agreement, shall not be construed as any of the following: an election of remedies; a limit on the liability of Grantee under the Agreement for fines or otherwise, except as provided in Section 15.2; or an excuse of faithful performance by Grantee.

15.5 **Removal**

(A) In the event of termination, expiration or revocation of this Agreement, Grantor may order the removal of the Cable System facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Public Rights of Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its plant, structures and equipment.

(B) If Grantee fails to complete any required removal to the satisfaction of Grantor, Grantor may cause the work to be done and Grantee shall reimburse Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs and Grantor may recover the costs through the Performance Bond provided by Grantee.

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

(A) At the option of Grantor, subject to applicable law, this Agreement may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receiver(s) or trustee(s) have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all violations under the Agreement. Additionally, the receiver(s) or trustee(s) shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver(s) or trustee(s) assume and agree to be bound by each and every term and provision of this Agreement.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Agreement shall be revoked thirty (30) days after service of such notice, unless:

(1) Grantor has approved the transfer of this Agreement, in accordance with the procedures set forth in this Agreement and as provided by law; and

(2) The purchaser has agreed with Grantor to assume and be bound by all of the terms and conditions of this Agreement.

15.7 **No Recourse Against Grantor**

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

15.8 **Nonenforcement By Grantor**

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

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

SECTION 16. ABANDONMENT

16.1 **Effect of Abandonment**

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

16.2 **What Constitutes Abandonment**

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

(A) The Grantee fails to provide Cable Service in accordance with this Agreement to the Franchise Area for ninety-six (96) consecutive hours, unless the Grantor authorizes a longer interruption of service, except if such failure to provide service is due to a force majeure occurrence, as described in Section 4.7; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Agreement.

SECTION 17. FRANCHISE RENEWAL AND TRANSFER

17.1 **Renewal**

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of Grantee's Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

(B) In addition to the procedures set forth in the Cable Act, the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable related community needs and interests,

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

17.2 **Transfer of Ownership or Control**

(A) The Cable System and this Agreement shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, or consolidation, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity (hereinafter, “Transfer”), without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee (hereinafter, “Change in Control”). The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a Change in Control has occurred shall arise on the acquisition or accumulation by any Person or group of Persons of fifty-one percent (51%) of the shares or the general partnership interest in the Grantee, except that this sentence shall not apply in the case of a transfer to any Person or group already owning at least a fifty-one percent (51%) interest of the shares or the general partnership interest in the Grantee. Every Change in Control shall make this Agreement subject to revocation unless and until the Grantor shall have consented thereto.

(C) The parties to the Transfer or Change in Control shall make a written request to the Grantor for its approval of a Transfer or Change in Control, and furnish all information required by law and the Grantor.

(D) The Grantor shall render a final written decision on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted as required by federal law unless the requesting party and the Grantor agree to an extension of time.

(E) Within thirty (30) days of any Transfer or Change in Control, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a

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

(F) In reviewing a request for Transfer or Change in Control, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said Transfer or Change in Control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Agreement by Grantee.

(G) The consent or approval of the Grantor to any Transfer or Change in Control by the Grantee shall not constitute a waiver or release of any rights of the Grantor, and any Transfer or Change in Control shall, by its terms, be expressly subordinate to the terms and conditions of this Agreement.

(H) Notwithstanding anything to the contrary in this Section, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Agreement or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all provisions of the Agreement. No consent shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

SECTION 18. SEVERABILITY

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

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

SECTION 19. MISCELLANEOUS PROVISIONS

19.1 Preferential or Discriminatory Practices Prohibited

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

19.2 Dispute Resolution

(A) The Grantor and Grantee agree that should a dispute arise between the parties concerning any aspect of this Agreement that is not resolved by mutual agreement of the parties, and unless either party believes in good faith that injunctive relief is warranted, the dispute will be submitted to mediated negotiation prior to any party commencing litigation. In such event, the Grantor and Grantee agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator.

(B) If the parties are unable to successfully conclude the mediation within forty-five (45) days from the date of the selection of the mediator, either party may terminate further mediation by sending written notice to the other. After written notice has been received by the other party, either party may pursue whatever legal remedies exist. All costs of the mediator shall be borne equally by the parties and otherwise each party shall bear their own costs associated with mediation.

19.3 Notices

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

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

With a copy to:

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

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

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

19.4 **Binding Effect**

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

19.5 **Authority to Amend**

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

19.6 **Governing Law**

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

19.7 **Guarantee**

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

19.8 **Captions**

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

19.9 **Entire Agreement**

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

19.10 **Construction of Agreement**

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

COMCAST OF OREGON II, INC.

By: _____
Senior Vice President

Date: _____

METROPOLITAN AREA COMMUNICATIONS COMMISSION

By: _____
Administrator

Date: _____

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

To: _____ From: _____

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

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

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

COMPLAINT SUMMARY

20 — Q COMMISSION TOTALS

Indicator City	Create Date	Details	Customer Name	Customer Address	Serv Addr Postal Cd	Total
GRAND TOTAL						

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

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

	Calls handled							Abandons						Qty Handled <30							Service Level %					
	Spanish	Retention	Video Repair	Sales	Billing	IVR	Total	Same structure	Retention	Video Repair	Sales	Billing	Total	Spanish	Retention	Video Repair	Sales	Billing	IVR	Total	Spanish	Retention	Video Repair	Sales	Billing	Quarterly % <30
Q_ 20__																										

Attachment B
EXISTING LIVE ORIGINATION SITES

Beaverton City Hall
12725 SW Millikan Way
Beaverton, OR 97005

Beaverton Police/Courts Headquarters
4755 SW Griffith Drive
Beaverton, OR 97076

Washington County Public Services Bldg.
155 N. First Ave.
Hillsboro, OR 97123

Hillsboro Civic Center
150 E. Main St.
Hillsboro, OR 97123

Lake Oswego City Hall
380 “A” Ave
Lake Oswego, OR 97034

Tigard City Hall
13125 SW Hall Blvd
Tigard, OR 97223

Forest Grove Auditorium
1915 Main St.
Forest Grove, OR 97116

Pacific University
2043 College Way
Forest Grove, OR 97116

West Linn City Hall
22500 Salamo Road
West Linn, OR 97068

West Linn-Wilsonville School District 3JT
22210 SW Stafford Road
Tualatin, OR 97062

Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045

Tualatin City Services
10699 SW Herman Road
Tualatin, OR 97062

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

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

Attachment C
PCN RATE CARD

COMCAST
BUSINESS

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

COMCAST
BUSINESS

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

COMCAST
BUSINESS

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

COMCAST
BUSINESS

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

COMCAST
BUSINESS

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

METROPOLITAN AREA COMMUNICATIONS COMMISSION

RESOLUTION NO. 2026-04

A RESOLUTION RECOMMENDING THAT THE MEMBER JURISDICTIONS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION GRANT COMCAST OF OREGON II, INC. A CABLE SERVICES FRANCHISE

WHEREAS, the Metropolitan Area Communications Commission ("MACC") is an intergovernmental commission formed pursuant to an intergovernmental agreement under ORS Chapter 190 ("IGA"), with the membership of Washington County and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin and West Linn ("Member Jurisdictions"); and

WHEREAS, the IGA authorizes MACC and its Member Jurisdictions to grant one or more nonexclusive franchises to construct, operate, and maintain a cable system within the combined boundaries of the Member Jurisdictions; and

WHEREAS, the IGA requires that each Member Jurisdiction formally approve any joint cable services franchise agreements, or any amendment or renewal of such agreements; and

WHEREAS, in 2015, the Member Jurisdictions executed cable television franchise agreements with Comcast of Oregon II, Inc. ("Comcast"), authorizing Comcast to construct, operate, and maintain a cable communications system to provide cable service within the municipal boundaries of the Member Jurisdictions; and

WHEREAS, by letter dated August 3, 2022, from Comcast to the Member Jurisdictions, Comcast invoked the formal renewal procedure set forth in Section 626 of Title VI of the Communications Act of 1934, as amended (the "Cable Act"), while expressing its desire to pursue the franchise renewal through informal negotiations rather than the formal renewal procedure; and

WHEREAS, the IGA authorizes MACC to process Comcast's renewal request on behalf of the Member Jurisdictions, including informal negotiations as set forth in Section 626(h) of the Cable Act, 47 U.S.C. § 546(h), and the formal renewal procedures set forth in Sections 626(a)-(g) of the Cable Act, 47 U.S.C. § 546(a)-(g); and

WHEREAS, MACC and Comcast have been engaged in informal franchise renewal negotiations as set forth in 47 U.S.C. § 546(h), which meetings have resulted in a proposed cable services franchise; and,

WHEREAS, MACC has provided adequate notice and opportunities for public comment on the proposed new cable services franchise including public hearings held on August 28, 2026; and,

WHEREAS, the MACC Board of Commissioners finds the proposed new cable franchise reflects the cable-related community needs of the Member Jurisdictions, and that Comcast has the legal, technical, and financial qualifications to own and operate the proposed cable services

system, and therefore recommends to its Member Jurisdictions that they grant the franchise to Comcast of Oregon II, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION:

Section 1. MACC recommends to its Member Jurisdictions that they grant Comcast a cable services franchise substantially in the form attached hereto as Exhibit A ("Franchise").

Section 2. In accordance with the requirements of the IGA, the Member Jurisdictions' grant of the Franchise shall be contingent on the affirmative vote of each Member Jurisdiction's governing body.

Section 3. The MACC Administrator is hereby authorized to execute the Franchise on behalf of the Member Jurisdictions only after MACC staff's determination that Comcast has fulfilled the Franchise acceptance provisions contained in the Franchise and that each Member Jurisdiction has approved the Franchise.

Section 4. This resolution shall be effective from and after its adoption.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION THIS 28th DAY OF AUGUST, 2026.

Shane Boyle, Chair

Attachment: Exhibit A

COMCAST CURRENT and PROPOSED FRANCHISE COMPARISON
Metropolitan Area Communications Commission
August 24, 2026

FRANCHISE PROVISION	CURRENT FRANCHISE	§	PROPOSED FRANCHISE	§
Term	10 years	2.3	No change.	2.3
ROW AUTHORITY				
Police Powers and Right of Way Use	Comcast must abide by all generally applicable Codes in each member jurisdiction.	2.2 & 10	Retains the requirement to abide by all generally applicable Codes, and adds an express requirement to comply with member jurisdictions' rights of way ordinances, if applicable, rather than the construction provisions of the franchise to ensure that Comcast follows the same right of way requirements as other providers where a member jurisdiction has a right of way ordinance.	2.2 & 10
FINANCE				
Franchise fees	5% of gross revenues	3.1	No change	3.1
Gross Revenue Definition	Broad cable-service revenue definition.	1.24	Retains the existing broad Gross Revenue definition while expressly including all amounts comprising the FCC-required aggregate video programming price and clarifying that cable-only fees may not be reduced through bundled service allocation.	1.23

FRANCHISE PROVISION	CURRENT FRANCHISE	§	PROPOSED FRANCHISE	§
Audit authority	No more than once every 24 months. Comcast reimburses reasonable costs up to $15,000 when underpayment is 4% or more.	3.6	Same 24-month frequency. Reimbursement threshold becomes 5%; cost increases to $20,000.	3.6
Insurance Limits	General Liability: $3 million Broadcasters Liab: $1 million Auto BI/PD: $2 million Employers Liab: $2 million	5.1	General Liability: $3 million Auto BI/PD: $3 million Employers Liab: $3 million Broadcasters Liability is now addressed through general liability.	5.1
PEG PROGRAMMING				
PEG Channels	Five TVCTV channels: 21, 23, 28, 30, and West Linn 30. Two regional PEG channels are carried: CAN (11) and PCC (27). A side agreement provides the potential to discontinue these channels if all other metro areas systems do so.	9.2	Five TVCTV channels: 21, 23, 28, 30, and West Linn 30. The regional channel CAN (11) is relinquished if Comcast chooses to stop providing it in the MACC service area. A side agreement continues to provide the potential to discontinue the PCC (27) channel if all other metro areas systems do so.	9.2

FRANCHISE PROVISION	**CURRENT FRANCHISE**	**§**	**PROPOSED FRANCHISE**	**§**
PEG/PCN Fee	$0.80 per subscriber per month.	9.7	1.75% of Gross Revenue. Replaces the fixed per subscriber fee with a percentage-based fee, tying PEG/PCN capital funding to Comcast's cable revenue rather than solely to the number of subscribers.	13
HD Channels	2 HD channels	n/a	All five TVCTV channels in HD, implemented 120 days after written request.	9.4
PEG Origination Points	Maintains existing upstream links, interconnections, and listed origination points. Some additional sites were required during the term.	9.8	Maintains existing upstream links, interconnections, and listed origination points; new points may be requested at MACC/TVCTV expense.	9.7
Customer Service	Provides comprehensive, locally negotiated customer service standards covering telephone response, installations and repairs, outage credits, billing, complaint resolution, subscriber notices, and performance reporting.	Attc. A	Streamlines the requirements by incorporating current FCC customer service standards, including answering 90% of calls within 30 seconds and completing 95% of standard installations within seven business days. It also preserves the Grantor's authority to establish stronger local standards.	6
Fines	<u>Telephone answering:</u> Failure to meet standard – $10,000 1st violation; $20,000 2nd violation; $30,000 3rd violation Other Violations: $250/day Capped at $75,000 within any 12 month consecutive period.	15	Telephone answering: Failure to meet standard – $10,000 1st violation; $20,000 2nd violation; $30,000 3rd violation Other Violations: $750/day Capped at $75,000 within any 12 month consecutive period.	15

FRANCHISE PROVISION	CURRENT FRANCHISE	§	PROPOSED FRANCHISE	§
Institutional Network (PCN)	Comcast or affiliate provides managed services; Comcast remains fully responsible. MSA and rate card were fixed attachments.	12 & Attc. D	Comcast remains ultimately responsible. Allows OMNIA or another comparable standard government agreement, subject to MACC approval and franchise-rate card pricing or better. Existing service continues during transition. Eligible PCN users must be offered the new MSA and rates by January 1, 2027. Related side letter includes member jurisdiction PCN Grant eligibility for qualifying Comcast managed network services.	12 & Attc. C

Comcast Cable Franchise
Questions and Answers
Prepared by MACC
August 2026

Q1: What is MACC?

A: Your jurisdiction is a member of the Metropolitan Area Communications Commission – a fifteen member intergovernmental entity formed pursuant to ORS Chapter 190. MACC was created in 1980 to provide a centralized agency to prepare for, negotiate and administer cable television franchises. On behalf of the member jurisdictions, in accordance with its Intergovernmental Agreement (IGA), MACC provides the daily management of the Comcast cable franchise, including:

- Finance – Franchise fee collection, audits, insurance and bonds
- Centralized Customer Service Regulation – all complaint calls should come to MACC
- TVCTV's Public and Government Access programming services – a division of MACC
- General administration and compliance with Federal cable television franchising rules
- Coordination of the Public Communications Network (PCN)

Q2: How does MACC operate?

A: Each member jurisdiction is an equal partner in MACC. Jurisdictions appoint a MACC Commissioner who participates, reviews and recommends new and renewed cable television franchises along with other administrative tasks. When MACC recommends a cable franchise, the MACC IGA requires that every member jurisdiction approve the franchise in order to make it effective. Each MACC jurisdiction, from the smallest (Gaston) to the largest (Washington County) has one vote.

Q3: How are cable television franchise negotiations different than other negotiations?

A: Incumbent Cable Operators, such as Comcast, have the right to renew their franchise through negotiation if they have timely requested renewal pursuant to Federal law. Federal law establishes a renewal process that begins as early as three years before a franchise expires and includes specific steps for evaluating community needs and the operator's performance.

By conducting the process jointly through MACC, the 15 member jurisdictions can share the cost of the legal, technical, financial, and community-needs work required for renewal. MACC began the current renewal process in 2022, conducted surveys and community-needs work during 2023 and 2024, and continued negotiations with Comcast through 2026.

Q4: What benefits does the renewed Comcast franchise provide my jurisdiction?

A: The primary benefits are financial, reduced-cost connectivity and customer service regulation:

- The 5% franchise fee paid by Comcast provides approximately $3.3 million to the member jurisdictions each year. The Franchise provides for continued fee review and audit functions by MACC.
- PCN service costs are reduced, with the flexibility to benefit from future rate reductions.
- Public meeting coverage through TVCTV is secured, and all five TVCTV channels are upgraded to High Definition (HD).

- The PEG/PCN fee changes from 80 cents per subscriber per month to 1.75% of gross revenues, allowing funding to better reflect changes in Comcast's cable revenue and ensure adequate support for PEG/PCN needs throughout the franchise term.
- Complimentary TV service will still be provided to public buildings.

Q5: What is non-negotiable in a cable television franchise?

A: Federal Law restricts local governments from negotiating:

- Rates for service or equipment.
- Programming – either including or excluding any particular channel.
- The type of technology a cable operator uses to transmit its signals.
- Franchise provisions regarding Comcast's telecommunications services.
- The amount of the franchise fee is capped under the Cable Act at 5% of Gross Revenue.

Q6: When will the new Franchise be effective?

A: Once MACC certifies that all 15 MACC jurisdictions have approved the new Comcast agreement, the franchise will be retroactively effective back to July 1, 2026.

For additional questions about the renewal process, contact **Jonathan Kaufman**, MACC Interim Administrator at **503-645-7365 x215** or at **jkaufman@maccor.org**. MACC's website is at: **www.maccor.org**

AIS-6244 **5.**

Business Meeting

Meeting Date: 09/08/2026

Length (in minutes): 30 Minutes

Agenda Title: Quasi-Judicial Public Hearing: Consider Approval of Summer Creek Bridge Stabilization Comprehensive Plan Map Amendment and Sensitive Lands Review

Authored By: Jenny McGinnis

Presented By: Associate Planner McGinnis

Item Type: Motion Requested
Ordinance
Public Hearing - Quasi-Judicial

Information

Explanation of Issue

Staff is asking Council to consider an ordinance to:

1. Amend the Comprehensive Plan map (CMA2026-0001) to remove Goal 5 safe harbor protection from 0.03 acres of Tigard significant wetlands to perform emergency repairs on the SW 121st Avenue bridge and stabilize the banks of Summer Creek; and
2. Approve a Sensitive Lands Review (C-SLR2026-0001) for impacts on the FEMA floodway.

The applicant is requesting a Comprehensive Plan map amendment that requires final approval by City Council. The applicant is also requesting a Sensitive Lands Review that is being processed concurrently with the Comprehensive Plan map amendment. Because they are reviewed concurrently, all applications are required to come before City Council.

Action Requested

Consider approval of the Comprehensive Plan map amendment (CMA2026-0001) and Sensitive Lands Review (C-SLR2026-0001), as recommended by the Tigard Planning Commission.

Background Information

On February 17, 2026, the applicant submitted a Comprehensive Plan map amendment and Sensitive Lands Review application. The proposal is to amend the comprehensive plan map by removing Goal 5 safe harbor protection from 0.03 acres of Tigard significant wetlands in order to perform emergency repairs to the bridge on SW 121st Avenue and stabilize the banks of Summer Creek and the application for sensitive lands review is for impacts on the FEMA floodway. The application was deemed complete on June 11, 2026. Comments were received from Jill McMahon prior to the Planning Commission hearing regarding questions about boundaries of work and the party responsible for mitigation planting.

On August 3, 2026, the Planning Commission held a public hearing on this case. Public testimony was received from Jill McMahon regarding the mitigation planting and Roger Potthoff regarding the need for continuation of the sidewalk across the bridge. The Commission voted unanimously to recommend approval of the proposal to City Council.

Alternatives & Recommendation

Staff recommends City Council approve the Comprehensive Plan map amendment (CMA2026-0001) and Sensitive Lands Review (C-SLR2026-0001) as recommended by the Tigard Planning Commission.

Alternative actions available to City Council include:

- Denying the application;
- Amending and then approving the application; or
- Remanding the application back to Planning Commission.

Additional Resources

N/A

Attachments

Staff Presentation

Ordinance

Exhibit A: Significant Wetland and Vegetated Corridor Impacts Map

Exhibit B: PC Recommendation to CC

Exhibit C: ESEE Analysis

CITY OF TIGARD

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Summer Creek Bridge Stabilization

CMA2026-0001/C-SLR2026-0001

City Council Hearing

Community Development | September 8, 2026

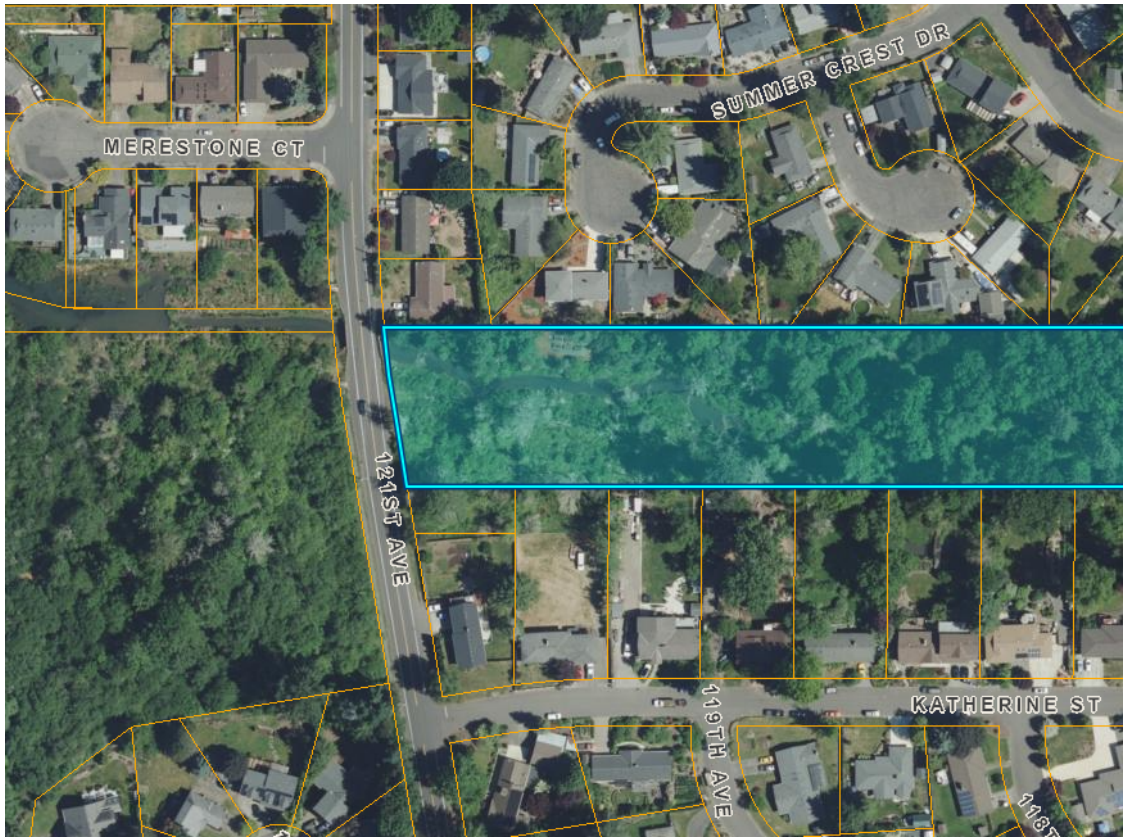
Site Location and information

Location: East side of 121st Ave between Merestone Ct and Katherine St

Project Area: 0.07 acre (2,965 sf)

Significant Wetland Area Impacted: 0.03 acre (1,331 sf)

Zoning: PR



Project Summary

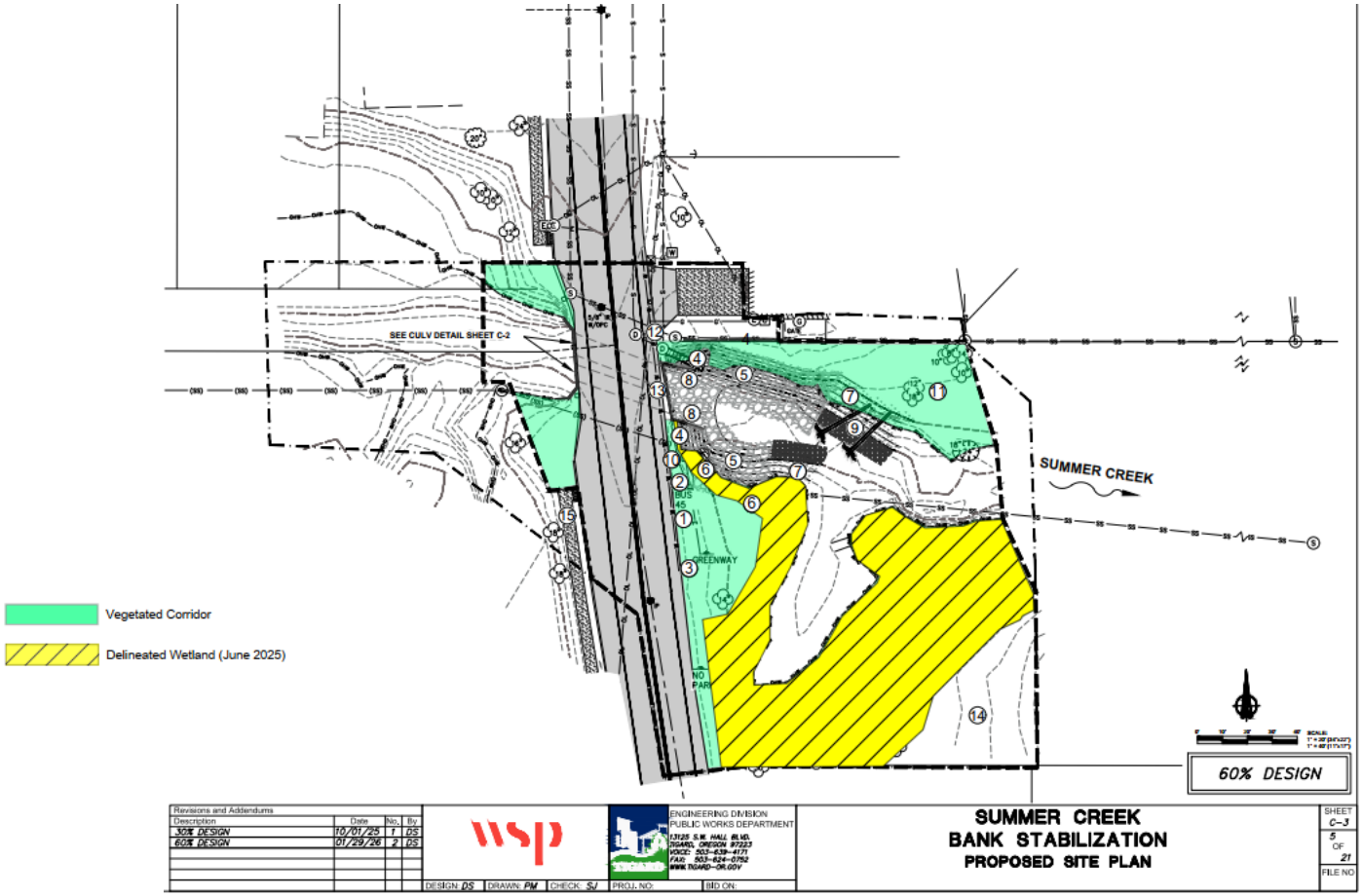
- Comprehensive Plan Map Amendment
  - Remove protection from areas designated Significant Wetland (0.03 acre)
- Sensitive Lands Review
  - Work done within FEMA floodway

Project Description



- Replacement of the bridge guardrail, foundation, and concrete footers
- Stabilization of the northeast and southeast creek banks
- Replacement and extension of the deteriorating northeast and southeast wing walls
- Replacement of storm sewer pipe
- Installation of riprap stone around both sanitary sewer manholes.
- Clearing all sediment and debris from the northeast and southeast culverts.

Natural Resource Areas



Project Need:

- Identified on City's CIP as a needed project
- Bank is eroding, creating dangerous conditions for adjacent property and causing undesirable conditions for creek health
- City infrastructure (stormwater and sewer) is deteriorating
- Guardrail is failing, leading to unsafe road conditions

Environmental, Social, Economic and Energy (ESEE) Analysis

- Evaluation involves identifying consequences of allowing, limiting, or prohibiting conflicting uses in resource areas
- Conclusion: Allowing the conflicting use is most beneficial
- Benefits include:
  - Improving creek health by stabilizing the banks, leading to less erosion, sedimentation, and plant loss
  - Repairing city utility facilities which will prevent costly repairs in the event of failure
  - Providing safer facilities and decreasing city's liability in the event of a crash or failure of the adjacent property's driveway

Findings:

- The proposal provides detailed information on how the development complies with all applicable comprehensive plan policies, statewide planning goals, and Metro Titles 3 and 8.
- All applicable development code criteria and standards are met or can be met through conditions of approval.
- There are adequate public facilities to serve the proposed development.

Planning Commission Recommendation:

On August 3, 2026, the Planning Commission made a unanimous vote in favor of recommending that the City Council adopt by ordinance the proposed:

- Comprehensive Plan Map Amendment and
- Sensitive Lands Review

thereby removing Goal 5 protection from 0.03 acres of locally significant wetlands from the “Tigard Wetland and Stream Corridor Map” Inventory.

CITY OF TIGARD

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Summer Creek Bridge Stabilization

CMA2026-0001/C-SLR2026-0001

City Council Hearing

Community Development | September 8, 2026

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 26-

AN ORDINANCE APPROVING COMPREHENSIVE PLAN MAP AMENDMENT, CMA2026-0001/C-SLR2026-0001, TO REMOVE GOAL 5 PROTECTION FROM 0.03 ACRE OF LOCALLY SIGNIFICANT WETLANDS FROM THE "TIGARD WETLAND AND STREAM CORRIDOR MAP" INVENTORY ASSOCIATED WITH EMERGENCY REPAIRS TO THE SW 121ST AVENUE BRIDGE AND SUMMER CREEK BANK STABILIZATION

WHEREAS, Section 18.510.080 includes Special Provisions for Development within Locally Significant Wetlands and Along the Tualatin River, Fanno Creek, Ball Creek, and the South Fork of Ash Creek; and

WHEREAS, Section 18.510.080.A. states in order to address the requirements of Statewide Planning Goal 5 (Natural Resources) and the safe harbor provisions of the Goal 5 administrative rule (OAR 666-023-0040) pertaining to wetlands, all wetlands classified as significant on the City of Tigard "Wetlands and Streams Corridors Map" are protected. No land form alterations or developments are allowed within or partially within a significant wetland, except as allowed/approved pursuant to Section 18.510.100; and

WHEREAS, Section 18.510.100 Plan Amendment Option, provides that any owner of property affected by the Goal 5 safe harbor (1) protection of significant wetlands and/or (2) vegetated areas established for the Tualatin River, Fanno Creek, Ball Creek, and the South Fork of Ash Creek may apply for a quasi-judicial comprehensive plan amendment under Type IV procedure. This amendment must be based on a specific development proposal. The effect of the amendment would be to remove Goal 5 protection from the property, but not to remove the requirements related to the CWS Stormwater Connection Permit, which must be addressed separately through an alternatives analysis, as described in Section 3.02.5 of the CWS "Design and Construction Standards;" and

WHEREAS, Section 18.510.100.B further provides that the applicant shall demonstrate that such an amendment is justified by an environmental, social, economic and energy (ESEE) consequences analysis prepared in accordance with OAR 660-23-040; and

WHEREAS, the applicant prepared an ESEE analysis (Exhibit C) prepared in accordance with OAR 60-23-040, to justify removal of Goal 5 protection from 0.03 acre of significant wetlands from the subject property; and

WHEREAS, on August 3, 2026, the Tigard Planning Commission held a public hearing, which was noticed in accordance with city code, and recommended approval of the proposed CMA2026-0001/ C-SLR2026-0001 by a unanimous vote in favor; and

WHEREAS, on September 8, 2026, the Tigard City Council held a public hearing, which was noticed in accordance with city code, to consider the Commission's recommendation on CMA2026-0001/ C-SLR2026-0001, to hear public testimony, and apply applicable decision-making criteria; and

WHEREAS, Council's decision to approve CMA2026-0001/ C-SLR2026-0001 and adopt this ordinance was based on the findings and conclusions found in Exhibit B and the associated land use record which is incorporated herein by reference and is contained in land use file CMA2026-0001/ C-SLR2026-0001.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Comprehensive Plan Map Amendment and Sensitive Lands Review (CMA2026-0001 and C-SLR2026-0001) is hereby approved.

SECTION 2: The attached findings **(Exhibit B)** are hereby adopted as the basis for the Council's decision.

SECTION 3: The ESEE analysis **(Exhibit C)** shall be incorporated by reference into the Tigard Comprehensive Plan, and the "Tigard Wetland and Stream Corridor Map" shall be amended to remove the site from the inventory, as approved.

SECTION 4: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2026.

_____
Lindsay Bartholomew, Acting City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2026.

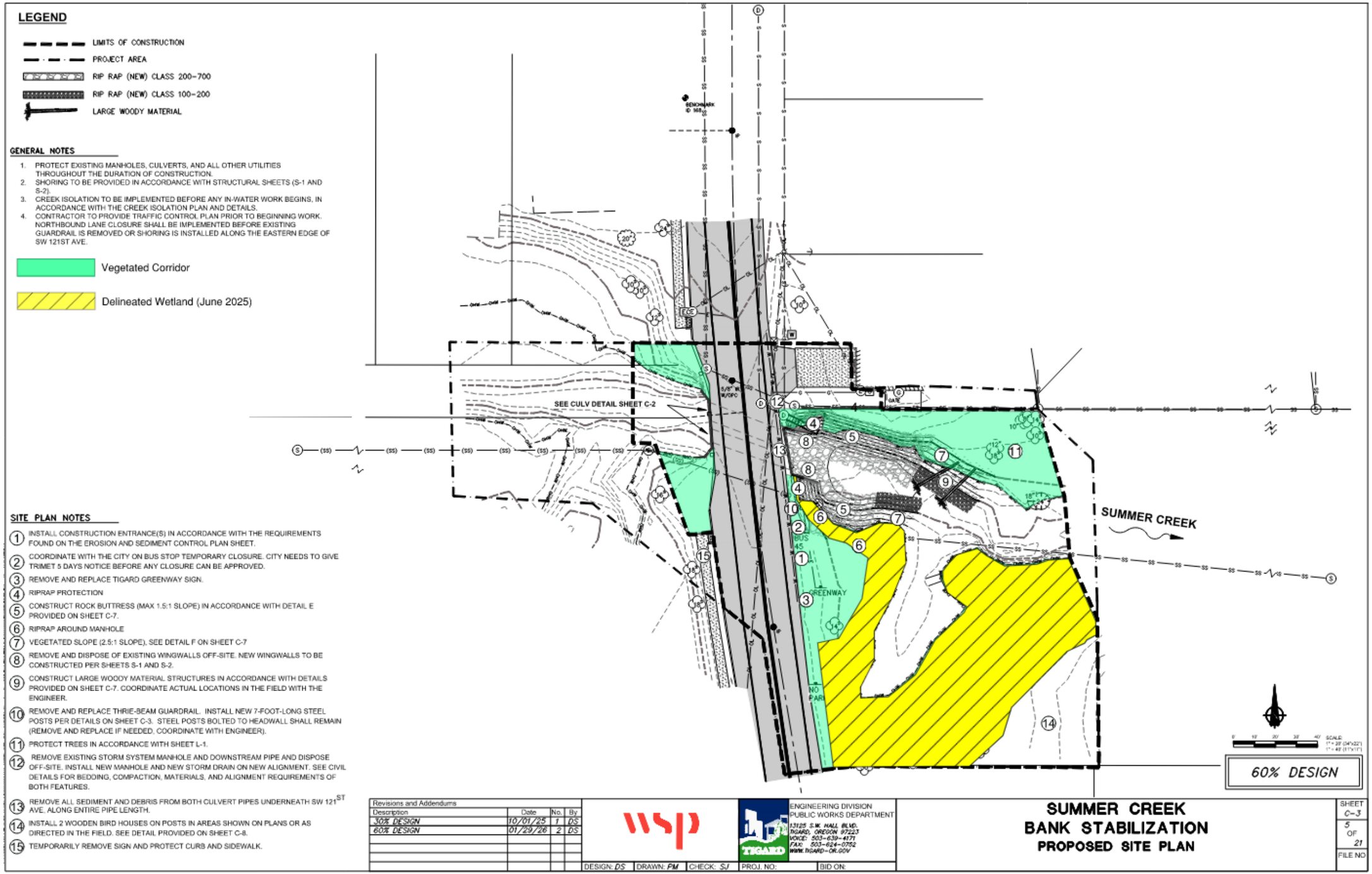
_____
Yi-Kang Hu, Mayor

Approved as to form:

_____
City Attorney

_____
Date

FIGURE 1: PROPOSED SITE PLAN



Hearing Date: September 8, 2026 Time: 6:30 PM

PLANNING COMMISSION RECOMMENDATION TO CITY COUNCIL FOR THE CITY OF TIGARD, OREGON

SECTION I. APPLICATION SUMMARY

FILE NAME: **SUMMER CREEK BRIDGE STABILIZATION**

CASE NO.:

COMPREHENSIVE PLAN AMENDMENT	**CMA2026-0001**
SENSITIVE LANDS REVIEW	**C-SLR2026-0001**

PROPOSAL: The applicant is requesting a Comprehensive Plan Map Amendment to remove Goal 5 safeharbor protection of 0.03 acres of Tigard significant wetlands and associated vegetated corridor in order to perform emergency repairs to the SW 121st Ave bridge, replace and extend an existing sewer pipe, and stabilize the banks of Summer Creek. The applicant is also requesting a sensitive lands review for impacts to the special flood hazard area and drainageway.

APPLICANT: City of Tigard
Matt Bowling
13125 SW Hall Blvd
Tigard, OR 97233

OWNER: Same as applicant

LOCATION: WCTM 1S134CD, Tax Lot 00100

COMPREHENSIVE PLAN DESIGNATION: Open Space

ZONE: PR

APPLICABLE PROVISIONS: Statewide Planning Goals 1, 2, 5, 6, 7, 11, and 12; Metro's Urban Growth Management Functional Plan Titles 3 and 8; Tigard Comprehensive Plan Policies 1.1.2, 1.2.1, 2.1.3, 2.1.8, 2.1.16, 2.1.17, 2.1.22, 2.1.23, 5.1.1, 5.1.8, 5.1.10, 5.1.12, 6.2.1, 6.2.4, 7.1.4, 7.1.7, 7.1.8, 7.1.10, 7.1.14, 7.2.1, 11.1.1, 11.1.6, 11.4.2, 12.1.1, 12.1.2, 12.5.1, and 12.6.1; and Tigard Community Development Code (TCDC) Chapters 18.140, 18.510, 18.710, 18.790, and

18.910.

SECTION II. PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends to the Tigard City Council **APPROVAL**, subject to conditions of approval, of the Comprehensive Plan Map Amendment and Sensitive Lands Review as complying with all applicable comprehensive plan policies and map designations, Statewide Planning Goals, and Metro policies, and that the applicant has demonstrated adequate public services exist to serve the property at the intensity of the proposed zoning.

CONDITIONS OF APPROVAL

THE FOLLOWING CONDITIONS MUST BE SATISFIED PRIOR TO COMMENCING ANY SITE WORK:

The applicant must prepare a cover letter and submit it, along with any supporting documents or plans that address the following requirements to the PLANNING DIVISION, ATTN: Jenny McGinnis (503)718-2427 or Jenny.McGinnis@tigard-or.gov. The cover letter must clearly identify where in the submittal the required information is found:

1. Prior to commencing any site work, the applicant must submit a tree removal permit for all street trees and native trees in sensitive lands areas.

The applicant must prepare a cover letter and submit it, along with any supporting documents or plans that address the following requirements to the ENGINEERING DIVISION, ATTN: Buck Smith, Principal Engineer at (503) 718-2464 or Buck.Smith@tigard-or.gov. The cover letter must clearly identify where in the submittal the required information is found:

- Repairs associated with public infrastructure including utilities and grading must be designed in accordance with the following codes and standards:
  - City of Tigard Public Improvement Design Standards
  - Clean Water Services (CWS) Design and Construction Standards
  - City of Tigard Community Development Codes and Municipal Codes
  - Other applicable County, State, and Federal Codes and Standard Guidelines

- Prior to commencing any site work, the applicant must obtain approval of a Public Facility Improvement (PFI) Permit to cover improvements associated with public infrastructure work or any other work in the public right-of-way, and an Erosion and Sediment Control (ESC) Permit. An Engineering cost estimate of improvements associated with public infrastructures including but not limited to street, grading, and utilities are required at the time of permit submittal.

- Prior to commencing any site work, the applicant must submit the exact legal name, address, and telephone number of the individual or corporate entity who will be designated as the "Permittee", and who will provide the financial assurance for the public improvements. Specify if the entity is

a corporation, limited partnership, LLC, etc. and the state within which the entity is incorporated and provide the name of the corporate contact person.

- Prior to commencing any site work, the applicant must submit a construction vehicle access and parking plan for approval. The purpose of this plan is for parking and traffic control during the public improvement construction phase. All construction vehicle parking must be provided onsite. Parking construction vehicles or equipment on adjacent residential public streets is prohibited. Construction vehicles include the vehicles of any contractor or subcontractor involved in the construction of site improvements or buildings proposed by this application and must include the vehicles of all suppliers and employees associated with the project.

- Prior to commencing any site work, the applicant must obtain a CWS Stormwater Connection Authorization prior to issuance of the City of Tigard PFI Permit. The applicant must submit site plans and a final storm drainage report for approval indicating how run-off will be collected and conveyed. The storm drainage report must be prepared and include a maintenance plan in accordance with CWS Design and Construction Standards and the City of Tigard Standards. The City will forward plans and the storm drainage report to CWS after preliminary review for CWS's review and approval.

- Prior to commencing any site work, the applicant must submit for an Erosion & Sediment Control (ESC) Permit. The plan must conform to the "CWS Erosion Prevention and Sediment Control Design and Planning Manual" (current edition).

- Prior to commencing any site work, the applicant must submit a final grading plan showing the existing and proposed contours for approval. The plan must detail the provisions for surface drainage of all lots and show that they will be graded to ensure that surface drainage is directed to the street or a public storm drainage system approved by the Engineering Division. The design engineer must indicate areas that will have natural slopes between 10 percent and 20 percent, as well as areas that will have natural slopes in excess of 20 percent. This information will be necessary in determining if special grading inspections or permits will be necessary.

THE FOLLOWING CONDITIONS MUST BE SATISFIED PRIOR TO FINAL ACCEPTANCE:

The applicant must prepare a cover letter and submit it, along with any supporting documents or plans that address the following requirements to the ENGINEERING DIVISION, ATTN: Buck Smith, Principal Engineer at (503) 718-2464 or Buck.Smith@tigard-or.gov. The cover letter must clearly identify where in the submittal the required information is found:

- Prior to final acceptance, the applicant must complete all improvements associated with public infrastructure under the City and CWS jurisdiction. Public infrastructure includes, but is not limited to, street improvements and public stormwater facilities. The applicant must receive conditional acceptance from the City of Tigard.

- Prior to final acceptance, the applicant must submit a two years of maintenance assurance for all required public improvements and enter into a stormwater maintenance agreement with the City.

SECTION III. BACKGROUND INFORMATION

Site Description:

The subject site includes one tax lot, WCTM 1S134CD00100, which is located on the east side of SW 121st Avenue between Merestone Ct and Katherine St. The parcel encompasses Summer Creek and is part of the Summer Creek Greenway. The property is owned by the city and is zoned Parks and Recreation (PR). The proposed work will also partially take place in the adjacent SW 121st Avenue right-of-way.

Land uses surrounding the project area include single detached residences to the north and south and city-owned natural areas to the east and west. The project area also contains and is adjacent to numerous environmental resources, including Summer Creek, significant wetlands with associated vegetated corridors, and FEMA special flood hazard area.

The existing 121st Avenue Bridge carries SW 121st Avenue across Summer Creek. Within the project area, SW Tigard Street is composed of two approximately eleven-foot-wide travel lanes with shoulders on each side for a total width of approximately 35 feet. Per the 2040 Tigard Transportation System Plan (TSP), SW 121st Avenue is classified as a collector street.

Proposed Request:

The proposed project is identified in the City's Capital Improvement Plan as project #94057and includes:

- Replacement of the SW 121st Avenue bridge guardrail, foundation, and concrete footers.
- Stabilization of the northeast and southeast creek banks through installation of riprap stone and vegetated slopes.
- Replacement and extension of the deteriorating northeast and southeast wing walls. The northeast wall will be extended by six feet and the southeast wing wall will be extended by seven feet. The existing deteriorated storm sewer pipe will also be replaced and re-positioned to direct flows away from the wing walls.
- Installation of riprap stone around both sanitary sewer manholes.
- Installation of root wads at the base of the rip-rap stone on the northeast creek bank.
- Clearing all sediment and debris from the northeast and southeast culverts.

The purpose of the proposed project is to stabilize the eroding bank and replace deteriorating infrastructure to protect both city facilities as well as the privately owned residential property to the north. The proposed project will reduce erosion, sedimentation, and plant loss. In addition, stormwater and sanitary sewer infrastructure will be secured. The driveway at 11740 SW 121st Avenue will be better protected from damage or collapse due to bank erosion. Road safety will be ensured, as the road guardrail on SW 121st Avenue, along with its foundation and footers, will be replaced. Native vegetation will be planted, replacing the invasive vegetation that will be removed. Approximately 97 native trees, 1,226 native shrubs, and 100 native wetland plants (sedges, rushes, grasses) will be planted once construction is completed.

As a result of the proposed improvements, impacts to City-designated sensitive lands are proposed. The applicant is requesting a comprehensive plan map amendment to remove Goal 5 protection of the affected area from the "Wetland and Stream Corridors Map" and a sensitive lands review for impacts to Summer Creek and the special flood hazard area.

A Comprehensive Plan Map Amendment is requested to remove protection from a combined total of approximately 0.03 acres of locally significant wetlands and associated vegetated corridors. The amendment is supported by an environmental, social, economic and energy (ESEE) analysis (Attachment 3). This comprehensive plan change will allow for the repair of a critical facility that would otherwise be prohibited due to the location of existing locally significant wetlands.

A significant wetland areas is present within the project area in addition to Summer Creek and will be impacted by the proposed work, as field-verified by the applicant and described in Exhibit 1, Appendix E. The breakdown of impacts to significant resources is outlined in the following table.

Regulated City Resource Areas	**Impact Area (square feet/acres)**
Significant Wetland	446 / 0.01
Vegetated Corridor	885 / 0.02
Total Wetland Area	1,331 / 0.03
Summer Creek	2,965 / 0.07

Proposed mitigation includes restoration of the wetlands on-site in addition to off-site upland habitat and vegetated corridor, as detailed in the CWS service provider letter and standard site assessment (Exhibit 3) provided by the applicant.

Decision Process

The application is processed through a Type III-Modified procedure. The Planning Commission will make a recommendation to City Council on the proposed Comprehensive Plan Map Amendment. The Council may approve the amendment, approve with conditions, deny the amendments, or remand the amendments back to Planning Commission.

SECTION IV. PUBLIC COMMENTS

The Tigard Community Development Code requires that property owners within 500 feet of the subject site be notified of the proposal and be given an opportunity to provide comments prior to a decision being made. The Planning Commission hearing was scheduled for August 3, 2026. Staff mailed a Type III Notice of Public Hearing regarding this application to affected parties on July 14, 2026. The notice was posted at the project site on July 21, 2026. On July 20, 2026, Jill McMahon, an adjacent property owner to the north, submitted comments with questions about if the work will impact her property, and who will complete the landscape planting. Andy Newbury, Principal Engineer in Tigard's Public Works Department, responded that all work will be done upstream of her property and that the contractor is having a landscape contractor complete the planting and have it inspected in accordance with CWS standards. No other written comments were received at the time of the writing of this report.

On August 3, 2026, the Tigard Planning Commission held a public hearing on this case. Jill McMahon

provided testimony regarding providing protection for the mitigation plantings. Roger Potthoff provided testimony regarding the need to expand the bridge in order to provide pedestrian infrastructure. No other public testimony was provided.

SECTION V. SUMMARY OF APPLICABLE REVIEW CRITERIA

This section contains all of the applicable city, state, and Metro policies, provisions, and criteria that apply to the proposed comprehensive plan map amendment.

Statewide Planning Goals:

- **Goal 1: Citizen Involvement**
- **Goal 2: Land Use Planning**
- **Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces**
- **Goal 6: Air, Water and Land Resources Quality**
- **Goal 7: Areas Subject to Natural Hazards**
- **Goal 11: Public Facilities and Services**
- **Goal 12: Transportation**

METRO Functional Plan:

- **Title 3: Water Quality and Flood Management**
- **Title 8: Compliance Procedures**

City of Tigard Comprehensive Plan:

- **Chapter 1: Citizen Involvement, Policies 1.1.2, 1.2.1**
- **Chapter 2: Land Use Planning, Policies 2.1.3, 2.1.8, 2.1.16, 2.1.17, 2.1.22, 2.1.23**
- **Chapter 5: Natural Resources, Areas and Open Spaces, Policies 5.1.1, 5.1.8, 5.1.10, 5.1.12**
- **Chapter 6: Air, Water and Land Resources Quality, Policies 6.2.1, 6.2.4**
- **Chapter 7: Areas Subject to Natural Hazards, 7.1.4, 7.1.7, 7.1.8, 7.1.10, 7.1.14, 7.2.1**
- **Chapter 11: Public Facilities and Services, Policies 11.1.1, 11.1.6, 11.4.2**
- **Chapter 12: Transportation, 12.1.1, 12.1.2, 12.5.1, 12.6.1**

Tigard Community Development Code

- **18.140 Parks and Recreation Zone**
- **18.510 Sensitive Lands**
- **18.710 Land Use Review Procedures**
- **18.790 Text and Map Amendments**
- **18.910 Improvement Standards**

SECTION VI. APPLICABLE CRITERIA, FINDINGS, AND CONCLUSIONS

The following subsections address only the criteria applicable to this decision.

Statewide Planning Goals

Goal 1 – Citizen Involvement:

This goal outlines the citizen involvement requirement for the land use planning process, including the adoption of Comprehensive Plans and changes to the Comprehensive Plan and implementing documents.

FINDING: Citizens, affected agencies, and other jurisdictions were given the opportunity to participate in all phases of the planning process. Several opportunities for participation are built into the Comprehensive Plan Map amendment process, including public hearing notification requirements pursuant to Chapter 18.710 of the Tigard Community Development Code. This goal is satisfied.

Goal 2 – Land Use Planning:
This goal outlines the land use planning process and policy framework.

FINDING: The Department of Land Conservation and Development (DLCD) has acknowledged the city's Comprehensive Plan as being consistent with the statewide planning goals. The Development Code implements the Comprehensive Plan. The Development Code establishes a process and standards to review changes to the Tigard Development Code in compliance with the Comprehensive Plan and other applicable state requirements. As discussed within this report, the applicable Development Code process and standards have been applied to the proposed amendment, and the intent of these amendments are to meet the requirement of state law, administrative rules, and the Statewide Planning Goals. This goal is satisfied.

Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces:
This goal outlines how cities must protect, inventory, and plan for natural and historic resources including waterways, groundwater, wildlife habitat, and trails.

FINDING: The applicant has conducted an inventory of natural resources in the project area in compliance with this goal. The project has been designed to avoid and minimize impacts to natural resources including waterways, groundwater, wildlife habitat, and trails to the greatest extent practicable and will provide on-site mitigation to ensure no net loss of significant functions and values. This goal is satisfied.

Goal 6 – Air, Water and Land Resources Quality:
This goal outlines how cities must consider protection of air, water and land resources from pollution by using a variety of market, zoning and management tools.

FINDING: The applicant is proposing to restore natural resource functions by reducing erosion along the stream bank, which will lead to reduced stormwater flow velocity and turbidity. Additionally, the project includes replacement of an existing failing stormwater management facility. These combined improvements will contribute to improved water quality. This goal is satisfied.

Goal 7 – Areas Subject to Natural Hazards:
This goal outlines how cities must protect people and property from natural hazards.

FINDING: The proposed map amendment will allow replacement of a critical facility that will protect people and property in an area subject to flooding and stream bank erosion. Consistency with the city's Natural Hazard goals and policies are discussed later in this report under applicable policies of the Tigard Comprehensive Plan. This goal is satisfied.

Goal 11 – Public Facilities and Services:
This goal outlines the timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

FINDING: The proposed map amendment will allow replacement of a critical transportation facility identified as a priority on the city's Capital Improvements Plan (CIP), which is designed to ensure timely, orderly, and efficient construction and maintenance of public facilities and services. The project also includes replacement of an associated stormwater management facility. These facilities will serve existing and future development. This goal is satisfied.

Goal 12 – Transportation:
This goal outlines how each city must develop a safe, convenient, and economic transportation system.

FINDING: The project will stabilize the earth and replace the guardrail of a bridge to provide safer and more comfortable facilities for all users. Consistency with the city's Transportation System Plan goals and policies are discussed later in this report under applicable policies of the Tigard Comprehensive Plan. This goal is satisfied.

CONCLUSION: Based on the above analysis, all statewide goals have been fully met.

<u>METRO</u> Urban Growth Management Functional Plan
Title 3: Water Quality and Flood Management
The purpose of this chapter is to protect the beneficial water uses and functions and values of resources within the Water Quality and Flood Management Areas by limiting or mitigating the impact on these areas from development activities and protecting life and property from dangers associated with flooding.

FINDING: This title has been met by limiting the development activity within the Water Quality and Flood Management Area to the necessary stream bank stabilization and replacement of the guardrail. The proposed project has been designed to meet FEMA no-rise requirements, ensuring that flood conditions are not created or worsened downstream as a result of the proposed improvements. Stabilization of the bank and replacement of the guardrail will ensure that the critical structural deficiencies of the existing bridge are addressed, protecting life and property in the event of a future flooding event. This title is satisfied.

Title 8: Compliance Procedures
The purposes of this chapter are to establish a process for ensuring city or county compliance with requirements of the Urban Growth Management Functional Plan and for evaluating and informing the region about the effectiveness of those requirements.

FINDING: This title has been met by complying with the Tigard Development Code notice requirements set forth in Section 18.710.080 (Type III-Modified Procedure). On July 14, 2026, notice of the Planning Commission public hearing was sent to the interested parties list and all property owners within 500 feet of the subject parcels. On July 27, 2026, the proposal was posted on the City's web site. On July 21, 2026, the site was posted with a notice board. On July 27, 2026, the staff report was made available. A minimum of two public hearings will be held (one before the Planning Commission and the second before the City Council) at which an opportunity for public input is provided. This title is satisfied.

CONCLUSION: As shown in the analysis above, the proposal is in compliance with all applicable Titles of Metro's Urban Growth Management Functional Plan.

City of Tigard Comprehensive Plan
Goal 1: Citizen Involvement
Goal 1.1
Provide citizens, affected agencies, and other jurisdictions the opportunity to participate in all phases of the planning process.

Policy 2 **The City shall define and publicize an appropriate role for citizens in each phase of the land use planning process.**

FINDING: Citizens, affected agencies, and other jurisdictions were given the opportunity to participate in all phases of the planning process. Several opportunities for participation are built into the Comprehensive Plan amendment process, including public hearing notification requirements pursuant to Chapter 18.710 of the Tigard Community Development Code. This policy is met.

Goal 1.2
Ensure all citizens have access to:
A. opportunities to communicate directly to the City; and
B. information on issues in an understandable form

Policy 1 **The City shall ensure pertinent information is readily accessible to the community and presented in such a manner that even technical information is easy to understand.**

FINDING: The applicant held a neighborhood meeting on December 10, 2025. On July 14, 2026, a public hearing notice of the Planning Commission public hearing was sent to the interested parties list and all property owners within 500 feet of the subject parcels. On July 27, 2026, the proposal was posted on the City's web site. On July 21, 2026, the site was posted with a notice board. On July 27, 2026 the staff report was made available. This policy is met.

Goal 2: Land Use Planning
Goal 2.1
Maintain an up-to-date Comprehensive Plan, implementing regulations and action plans as the legislative foundation of Tigard's land use planning program.

Policy 3 **The City shall coordinate the adoption, amendment, and implementation of its land use program with other potentially affected jurisdictions and agencies.**

FINDING: The project was designed in coordination with the applicable affected City agencies including the Public Works and Community Development departments, in addition to Clean Water Services, Department of State Lands, and US Army Corps of Engineers. A request for comments was sent to applicable outside agencies, whose comments are included as Attachment 4. Additionally, notice of this application was provided to the Oregon Department of Land Conservation and Development (DLCD) 35 days prior to the first evidentiary hearing on this application. This policy is met.

Policy 8 **The City shall require that appropriate public facilities are made available, or committed, prior to development approval and are constructed prior to, or concurrently with, development occupancy.**

FINDING: The project includes replacement of the existing sanitary sewer line. As shown in the preliminary design plans, reconstructed utility lines have been designed based on the City's Public Improvement Design Standards & Details. The stormwater facility will be designed and constructed to meet CWS Design and Construction Standards for stormwater treatment and detention. Street improvements will be constructed by the applicant in accordance with Tigard Municipal Code 18.910 and the City of Tigard Public Improvement Design Standards. Further compliance will be demonstrated at the time of the applicant's Public Facility Improvement (PFI) permit submittal. This policy is met.

Policy 16 **The City may condition the approval of a Plan/Zoning map amendment to assure the development of a definite land use(s) and per specific design /development requirements.**

FINDING: This application includes specific development plans meeting CWS and city standards. Conditions of approval will be included with the decision. This policy is met.

Policy 17 **The City may allow concurrent applications to amend the Comprehensive Plan/Zoning Map(s) and for development plan approval of a specific land use.**

FINDING: This application includes a comprehensive plan map amendment and sensitive lands review as concurrent applications for the bank stabilization, guardrail replacement, and construction of the associated stormwater facility. This policy is met.

Policy 22 **The City shall identify, designate, and protect natural resources as part of its land use program.**

FINDING: The City has identified significant wetlands within its "Wetlands and Streams Corridors Map" and has also adopted Goal 5 protections within TDC 18.510 for sensitive lands, including significant wetlands and riparian areas. The applicant is following the correct procedures to request approval of impacts to these natural resource areas. As described in more detail within the applicant's ESEE analysis (Attachment 3) and CWS standard site assessment (Exhibit 3), the applicant is proposing on-site and off-site mitigation in order to ensure no net loss of significant functions and values. This policy is met.

Policy 23 **The City shall require new development, including public infrastructure, to minimize conflicts by addressing the need for compatibility between it and adjacent existing and future land uses.**

FINDING: The proposed bank stabilization and guardrail replacement will minimize conflict and are compatible with the adjacent existing and future uses. The site is currently surrounded by residential and parks uses, which will be better served by a safer transportation facility that is less prone to future flood events. This policy is met.

Goal 5: Natural Resources, Areas and Open Spaces
Goal 5.1
Protect natural resources and the environmental and ecological functions they provide and, to the extent feasible, restore natural resources to create naturally functioning systems and high levels of biodiversity.

Policy 1 **The City shall protect and, to the extent feasible, restore natural resources in a variety of methods to: A. contribute to the City's scenic quality and its unique sense of place; B. provide educational opportunities, recreational amenities, and buffering between differential land uses; C. maximize natural resource functions and services including fish and wildlife habitat and water quality; and D. result in healthy and naturally functioning systems containing a high level of biodiversity.**

FINDING: The SW 121st Avenue corridor through the project area and across Summer Creek is constrained by natural resources and existing development on the north side with no option to avoid natural resources while meeting the identified purpose and need for infrastructure repair and bank stabilization. The applicant has designed the project to avoid and minimize impacts to natural resources to the greatest extent practicable and will restore natural resource functions that are currently impaired by erosion, sedimentation, shrub and tree loss, and invasive species. This work will further protect and enhance the Summer Creek Greenway, an important, and valued, natural, aesthetic, and recreational resource. The native washed stone used for riprap and native wetland and plant species will restore fish and wildlife habitats and will improve water quality by reducing stormwater flow velocity and lowering water turbidity. Additionally, invasive species, which are currently outcompeting native species in the project area, will be removed and replaced with native species, increasing biodiversity. This policy is met.

Policy 8 **The City shall protect and, to the extent feasible, restore the diverse ecological and non-ecological functions and services of streams, wetlands, and associated riparian corridors.**

FINDING: As described within the applicant's ESEE analysis (Attachment 3) and the CWS standard site assessment (Exhibit 3), the applicant is incorporating mitigation measures to ensure the replacement of the functions and values of impacted resources. Further, as described throughout the submitted narrative and associated documents, the applicant has carefully designed the project to avoid and minimize impacts to the significant wetlands, Summer Creek, and the vegetated corridor areas to the maximum extent practicable. This policy is met.

Policy 10 **The City shall complete a baseline inventory of significant natural resources and update or improve it as necessary, such as at the time of Comprehensive Plan Periodic Review, changes to Metro or State programs, or to reflect changed conditions, circumstances, and community values.**

FINDING: The City has conducted an inventory of natural resources in compliance with Statewide Planning Goal 5. The applicant is proposing amendments to the City's "Wetlands and Streams Corridors Map", a component of the Tigard Comprehensive Plan, in order to permit impacts to significant wetlands

and vegetated corridor areas as described throughout this narrative and the associated documents submitted with the application. On approval of this request, the ESEE analysis will be incorporated by reference into the Tigard Comprehensive Plan, and the "Wetlands and Streams Corridors Map" will be amended to remove protection from the area. This policy is met.

Policy 12 The City shall develop and implement standards and procedures that mitigate the loss of natural resource functions and services, with priority given to protection over mitigation.

FINDING: SW 121st Street's corridor through the project area and across Summer Creek is constrained by natural resources and existing development and there is no way to avoid natural resources while performing repairs that meet the identified purpose and need. The applicant has designed the project to avoid and minimize impacts to natural resources to the greatest extent practicable and will provide on-site wetland restoration and off-site mitigation to ensure no net loss of significant functions and values. This policy is met.

Goal 6: Air, Water and Land Resources Quality
Goal 6.2
Ensure land use activities protect and enhance the community's water quality.

Policy 1 The City shall require that all development complies with or exceeds regional, state, and federal standards for water quality.

FINDING: The City is working with the Oregon Department of State Lands (DSL), Oregon Department of Environmental Quality (DEQ), and U.S. Army Corps of Engineers (USACE) Portland District to ensure the project complies with or exceeds regional, state, and federal standards for water quality. The repairs to the existing stormwater outfall are designed to meet CWS's Design and Construction Standards and will improve water quality by reducing stormwater flow velocity and lowering water turbidity. This policy is met.

Policy 2 The City shall continue cooperation with federal, state, and regional agencies in the management of Tigard's water resources and the implementation of plans and programs.

FINDING: The City is working with the Oregon Department of State Lands (DSL), Oregon Department of Environmental Quality (DEQ), and U.S. Army Corps of Engineers (USACE) Portland District for this project. A Joint Permit Application (JPA) was submitted in February 2026. No work will occur until the JPA is approved. This policy is met.

Policy 4 The City shall protect, restore, and enhance, to the extent practical, the natural functions of stream corridors, trees, and water resources for their positive contribution to water quality.

FINDING: As described within the applicant's ESEE analysis (Attachment 3) and the CWS standard site assessment (Exhibit 3), the applicant is incorporating mitigation measures to ensure the replacement of the functions and values of impacted resources. The project will restore natural resource functions that are currently impaired by erosion, sedimentation, shrub and tree loss, and invasive species. The applicant has designed the project to avoid and minimize impacts to significant

wetlands and vegetated corridor areas to the maximum extent practicable. Any trees and vegetation removed within sensitive lands areas or street trees will be appropriately replaced.

This policy is met with the following condition of approval:

- Prior to commencing any site work, the applicant must submit a tree removal permit for all street trees and native trees in sensitive lands areas.

As conditioned, this policy is met.

Goal 7: Areas Subject to Natural Hazards
Goal 7.1
Protect people and property from flood, landslide, earthquake, wildfire, and severe weather hazards.

Policy 4 **The City shall design and construct public facilities to withstand hazardous events with a priority on hazard protection of public services and facilities that are needed to provide emergency response services.**

FINDING: The proposed project supports this by policy by stabilizing the foundation of the existing bridge and replacing the guardrail. This will create a more viable and reliable emergency response route for all users. This policy is met.

Policy 8 **The City shall prohibit any land form alterations or developments in the 100- year floodplain which would result in any rise in elevation of the 100-year floodplain.**

FINDING: Consistent with this policy, the project has been designed to meet FEMA no-rise requirements, as identified in the no-rise analysis (Exhibit 2) included with this application. This policy is met.

Policy 10 **The City shall work with Clean Water Services to protect natural drainageways and wetlands as valuable water retention areas and, where possible, find ways to restore and enhance these areas.**

FINDING: The applicant has coordinated the proposed project with Clean Water Services (CWS). The applicant submitted a standard site assessment (Exhibit 3) to CWS, which has issued a Service Provider Letter (SPL26-001070). As described within the standard site assessment and ESEE analysis (Attachment 3), the applicant has carefully designed the project to avoid and minimize impacts to significant wetlands and vegetated corridor areas to the maximum extent practicable and is incorporating mitigation measures to ensure the replacement of the functions and values of impacted resources. The applicant proposes to provide 15,659 total square feet of mitigation, including restoration of on-site wetlands and off-site upland and vegetated corridor. This policy is met.

Policy 13 **The City shall retain and restore existing vegetation with non-invasive species in areas with landslide potential to the greatest extent possible.**

FINDING: Landside potential does exist within the project area, especially on the north bank of Summer Creek. This project will restore and enhance riparian areas on both the north and south sides of Summer Creek, to include planting of 97 native trees, 1,226 native shrubs, and 100 native wetland plants. This policy is met.

Policy 14 The City shall work to reduce the risk of loss of life and damage to property from severe weather events.

FINDING: The proposed project supports this policy by repairing the guardrail of an existing bridge that is at risk of failure due to its foundation being exposed by erosion, securing public utility infrastructure, and stabilizing the stream bank. The foundation supports for the driveway to the property to the north at 11740 SW 121st Avenue are currently less than 18" from the drop-off due to erosion from high flow events over the years. The stabilization of the bank will lower the risk of further property loss to the subject property and the adjacent property. This policy is met.

Goal 7.2
Protect people and property from non-natural hazardous occurrences.

Policy 1 The City shall design, construct, and coordinate the surface transportation system to reduce the potential for mass casualty accidents and to provide the ability to evacuate when necessary.

FINDING: The proposed project supports this policy by stabilizing the foundation of the existing bridge and replacing the failing guardrail. These improvements will provide safer conditions for vehicles, cyclists and pedestrians, create a more reliable emergency response route, and therefore reduce risks to life and property. This policy is met.

Goal 11: Public Facilities and Services
Goal 11.1
Develop and maintain a stormwater system that protects development, water resources, and wildlife habitat.

Policy 1 The City shall require that all new development:
A. construct the appropriate stormwater facilities or ensure construction by paying their fair share of the cost;
B. comply with adopted plans and standards for stormwater management; and
C. meet or exceed regional, state, and federal standards for water quality and flood protection

FINDING: The applicant is proposing to replace a broken stormwater outfall and stabilize the surrounding bank to secure both the outfall and nearby sanitary sewer manholes, which are currently being repeatedly exposed to stormwater. The proposed improvements will meet CWS requirements for stormwater treatment and detention for the project area and will meet or exceed regional, state, and federal standards. This policy is met.

Policy 6 **The City shall maintain streams and wetlands in their natural state, to the extent necessary, to protect their stormwater conveyance and treatment functions.**

FINDING: The project's design will require impacts to significant wetlands and vegetated corridor areas. However, the project will incorporate mitigation measures to assure the replacement of the functions and values of the impacted resources, as described in greater detail within the applicant's ESEE analysis (Attachment 3) and the CWS standard site assessment (Exhibit 3). This policy is met.

Goal 11.4
Maintain adequate public facilities and services to meet the health, safety, education, and leisure needs of all Tigard residents.

Policy 2 **The City shall continue to develop and maintain a Capital Improvement Plan to help provide for the orderly provision of public facilities and services.**

FINDING: The proposed project has been identified on the Tigard Capital Improvement Plan (CIP) as project #94057. The infrastructure needs identified through the CIP are necessary for the orderly provision of public facilities and services, and are critical to the economy of Tigard and the region. The proposed project supports this policy by delivering a project identified on the City's CIP. This policy is met.

Chapter 12: Transportation
Goal 12.1
Provide a safe, comfortable, and connected transportation system for all users, especially pedestrians and other vulnerable users.

Policy 1 **The City shall prioritize transportation projects according to community benefit, including (but not limited to) safety, performance, and accessibility, as well as the associated costs and impacts.**

FINDING: The proposal delivers a transportation project identified on the city's CIP that provides numerous community benefits. The project was identified on the CIP as being critical to the economy of Tigard by maintaining safe access to jobs, schools, and essential services. This policy is met.

Goal 12.5
Support economic vibrancy by accommodating the movement of people and goods and creating equitable opportunities for economic development throughout Tigard.

Policy 1 **The City shall manage the transportation system to support desired economic development activities.**

FINDING: The project improves Tigard's transportation system by stabilizing infrastructure critical to Tigard's livability and economic vitality. The importance of the SW 121st Avenue bridge's stabilization and guardrail replacement is evident through its identification on Tigard's CIP. The infrastructure needs identified through the CIP are critical to the economy of Tigard and the overall region by accommodating the safe and efficient movement of people and goods. This policy is met.

Goal 12.6
Make the most of transportation resources by leveraging funding opportunities, not overbuilding our system, and making investments that reduce ongoing system maintenance and preservation costs.

Policy 1 **The City shall prioritize investments in maintenance of the entire transportation system, including both roadway and nonmotorized facilities.**

FINDING: The project supports this policy by leveraging local funding to deliver a critical infrastructure project as identified on the CIP. The project will save the City money operating costs over time, because there will be reduced maintenance. The proposed work will directly minimize damage to the publicly funded sanitary sewer system, stormwater system, and will mitigate costly damage to the SW 121st Avenue Bridge, a vital component of the City's transportation system. This policy is met.

CONCLUSION: As shown in the analysis above, the proposal complies with all applicable policies of the Tigard Comprehensive Plan.

18.140 PARKS AND RECREATION ZONE

18.140.030 Other Zoning Regulations
Sites with overlay zones, plan districts, inventoried hazards, or sensitive lands are subject to additional regulations. Specific uses or developments may also be subject to regulations as provided elsewhere in this title.

FINDING: The project area contains sensitive lands that are proposed to be impacted by the proposed improvements, including significant wetlands, floodplain, and vegetated corridors. The applicable provisions of Chapter 18.510 Sensitive Lands are addressed later in this report.

18.140.040 Land Use Standards
A. General provisions. A list of allowed, restricted, conditional, and prohibited uses in the PR zone is provided in Table 18.140.1. If a use category is not listed, see Section 18.60.030.

FINDING: The proposed project will primarily occur within existing right-of-way associated with SW 121st Ave. The stormwater facility is a Basic Utility use, and as an underground public utility facility, is allowed. No development standards apply to the bridge repair or stormwater facility.

18.510 SENSITIVE LANDS

18.510.020 Applicability
A. CWS stormwater connection permit. All proposed development must obtain a stormwater connection permit from CWS in compliance with its design and construction standards.

FINDING: The applicant submitted a standard site assessment to CWS and a Service Provider Letter (CWS File No. 26-001070) was issued. The applicant will obtain the necessary stormwater connection permit. This standard is met.

G. Sensitive lands approvals issued by the hearings officer.
1. Sensitive land reviews within special flood hazard areas are processed through a Type III-HO procedure, as provided in Section 18.710.070, for the following actions:

a. **Ground disturbance or landform alterations in all floodway areas;**
b. **Ground disturbance or landform alterations in floodway fringe locations involving more than 50 cubic yards of material;**
c. **Repair, reconstruction, or improvement of an existing structure or utility, the cost of which equals or exceeds 50 percent of the market value of the structure prior to the improvement or the damage requiring reconstruction provided no development occurs in the floodway;**
d. **Structures intended for human habitation; and**
e. **Accessory structures that are greater than 528 square feet in size, outside of floodway areas.**

2. **The approval authority will approve, approve with conditions, or deny a sensitive lands review application using the approval criteria provided in Section 18.510.070.**

FINDING: The proposal includes ground disturbance in the floodway area. In accordance with TDC 18.710.090, this application is being reviewed through a Type III-Modified process with the Tigard City Council as the final review authority as the proposal also includes a request to remove a significant wetland designation. The approval criteria in Section 18.510.070 are addressed later in this report.

18.510.050 General Provisions for Wetlands

A. <u>Code compliance requirements</u>. Wetland regulations apply to those areas classified as significant on the City of Tigard "Wetland and Streams Corridors Map," and to a vegetated corridor ranging from 25 to 200 feet wide, measured horizontally, from the defined boundaries of the wetland, as provided in "Table 3.1, Vegetated Corridor Widths," and "Appendix C, Natural Resource Assessments," of the CWS "Design and Construction Standards." Wetland locations may include but are not limited to those areas identified as wetlands in "Wetland Inventory and Assessment for the City of Tigard, Oregon," Fishman Environmental Services, 1994.

FINDING: The project area contains two wetlands and a stream, Wetlands A and B, and Summer Creek, as described in Exhibit 1, Appendix E. Both wetlands are identified as significant wetlands on the City of Tigard "Wetland and Streams Corridors Map", however only one wetland area will be impacted by the proposed work. The boundaries of these wetlands include vegetated corridors as specified in CWS Design and Construction Standards. The boundaries have been field verified by the applicant's engineering consultant, WSP USA, Inc.

B. <u>Delineation of wetland boundaries</u>. Precise boundaries may vary from those shown on wetland maps; specific delineation of wetland boundaries may be necessary. Wetland delineation will be done by qualified professionals at the applicant's expense.

FINDING: A wetland delineation was provided by the applicant and is included as Appendix E of Exhibit 1. The wetland delineation was prepared by a team of qualified professionals, including wetland scientists and ecologists.

18.510.070 Sensitive Lands Applications.

A. <u>Approval required</u>. An applicant, who wishes to develop within a sensitive area, as defined in this chapter, must obtain approval in certain situations. Depending on the nature and intensity of the proposed activity within a sensitive area, either a Type II or Type III review

is required, as provided in Subsections 18.510.020.F and G. The approval criteria for different types of sensitive areas are provided in Subsections 18.510.070.B–E.

FINDING: The proposal includes ground disturbance in the floodway area, significant wetlands, Summer Creek, and the associated vegetated corridors; therefore a Type III review is required.

B. Within the special flood hazard area. The approval authority will approve or approve with conditions an application for sensitive lands review within the special flood hazard area when all of the following criteria are met:

1. Compliance with all of the applicable requirements of this title;

FINDING: The project complies with the applicable requirements of this title as provided below.

2. Land form alterations must preserve or enhance the special flood hazard area storage function and maintenance of the zero-foot rise floodway must not result in any encroachments, including fill, new construction, substantial improvements and other development unless certified by a registered professional engineer that the encroachment will not result in any increase in flood levels during the base flood discharge;

a. If in the floodway and no-rise requirement is met, the development will comply with all applicable flood hazard reduction provisions.

FINDING: Due to the extent of regulated floodway along Summer Creek, the bridge stabilization and associated improvements will be located within the floodway. All such structures have been sited and designed to meet no-rise certification. Documentation of compliance has been certified by a registered professional engineer and is included in a no-rise report submitted with the application (Exhibit 2). The project will comply with all applicable flood hazard reduction provisions. These standards are met.

3. Land form alterations or developments within the special flood hazard area are allowed only in areas designated as commercial or industrial on the comprehensive plan land use map, except that alterations or developments associated with community service uses, utilities, or public support facilities are allowed on residentially zoned properties subject to applicable zoning standards;

FINDING: The proposed land form alterations, including the grading to stabilize the bank, are located within the special flood hazard area (100-year floodplain) in an area zoned Parks and Recreation (PR). The proposed bank stabilization and bridge improvements are considered "public support facilities" because they are necessary to support development, the transportation network, and the general operation of the city. This standard is met.

4. Where a landform alteration or development is allowed to occur within the special flood hazard area it will not result in any increase in the water surface elevation of the 100-year flood;

FINDING: All proposed improvements in the flood hazard area have been designed to avoid any increase in the surface elevation of the 100-year flood, as detailed in the project's no-rise report (Exhibit 2). This standard is met.

5. **The land form alteration or development plan includes a pedestrian or bicycle pathway in compliance with the adopted Transportation System Plan or Greenways Trail System Master Plan, unless the construction of said pathway is deemed as untimely;**

FINDING: The project does not include a pedestrian or bicycle pathway project, nor is one included in this area in the Transportation System Plan. This standard does not apply.

6. **Pedestrian or bicycle pathway projects within the special flood hazard area must include a wildlife habitat assessment that shows the proposed alignment minimizes impacts to significant wildlife habitat while balancing the community's recreation and environmental educational goals;**

FINDING: The project does not include a pedestrian or bicycle pathway project. This standard does not apply.

7. **The necessary U.S. Army Corps of Engineers and State of Oregon Land Board, Division of State Lands, and CWS permits and approvals must be obtained; and**

FINDING: The applicant will obtain the necessary permits from CWS, DSL, and the U.S. Army Corps of Engineers as required. The applicant submitted a standard site assessment (Exhibit 3) to CWS and was issued a Service Provider Letter, CWS File No. 26-001070. The applicant has submitted a Joint Permit Application (JPA) to USACE and DSL for proposed disturbances to jurisdictional waters and wetlands located within the project area. This standard is met.

8. **Where landform alterations or development are allowed within and adjacent to the special flood hazard area, the city will require the consideration of dedication of sufficient open land area within and adjacent to the special flood hazard area in compliance with the comprehensive plan. This area must include portions of a suitable elevation for the construction of a pedestrian or bicycle pathway within the special flood hazard area in compliance with the adopted Transportation System Plan or Greenways Trail System Master Plan.**

FINDING: The proposed landform alterations within the special flood hazard area, which include a bank stabilization and a replacement guardrail have been designed in compliance with the City's Transportation System Plan. No trails are identified on the City's Trail System Master Plan that fall within the project area. As such, additional dedication of lands within the special flood hazard area is unnecessary. This standard is met.

18.510.080 Special Provisions within Locally Significant Wetlands and Along the Tualatin River, Fanno Creek, Ball Creek, and the South Fork of Ash Creek

A. In order to address the requirements of Statewide Planning Goal 5 (Natural Resources) and the safe harbor provisions of the Goal 5 administrative rule (OAR 666-023-0030)

pertaining to wetlands, all wetlands classified as significant on the City of Tigard "Wetlands and Streams Corridors Map" are protected. No land form alterations or developments are allowed within or partially within a significant wetland, except as allowed or approved in compliance with Section 18.510.100.

FINDING: The subject property includes wetlands that are identified as significant wetlands on the City of Tigard "Wetlands and Stream Corridors" map and are, therefore, protected. The applicant has applied for the Plan Amendment Option in Section 18.510.100 to remove Goal 5 protections from 1,331 square feet (0.03 acre) of significant wetlands to allow the proposed bridge improvements.

B. In order to address the requirements of Statewide Planning Goal 5 (Natural Resources) and the safe harbor provisions of the Goal 5 administrative rule (OAR 660-023-0030) pertaining to riparian corridors, a standard setback distance or vegetated corridor area, measured horizontally from and parallel to the top of the bank, is established for the Tualatin River, Fanno Creek, Ball Creek, and the South Fork of Ash Creek.

5. The standard setback distance or vegetated corridor area applies to all development proposed on property located within or partially within the vegetated corridors, except as allowed below:

a. Roads, pedestrian or bike paths crossing the vegetated corridor from one side to the other in order to provide access to the sensitive area or across the sensitive area, as approved by the city in compliance with Section 18.510.070 and by CWS "Design and Construction Standards";

b. Utility or service provider infrastructure construction (i.e. storm, sanitary sewer, water, phone, gas, cable, etc.), if approved by the city and CWS;

c. A pedestrian or bike path, not exceeding 10 feet in width and in compliance with the CWS "Design and Construction Standards";

d. Grading for the purpose of enhancing the vegetated corridor, as approved by the city and CWS;

e. Measures to remove or abate hazards, nuisances, or fire and life safety violations, as approved by the regulating jurisdiction;

f. Enhancement of the vegetated corridor for water quality or quantity benefits, fish, or wildlife habitat, as approved by the city and CWS;

g. Measures to repair, maintain, alter, remove, add to, or replace existing structures, roadways, driveways, utilities, accessory uses, or other developments provided they are in compliance with city and CWS regulations, and do not encroach further into the vegetated corridor or sensitive area than allowed by the CWS "Design and Construction Standards."

FINDING: The project is not adjacent to or within the Tualatin River, Fanno Creek, Ball Creek, or the South Fork of Ash Creek. This standard does not apply.

18.510.100 Plan Amendment Option

A. Comprehensive plan amendment. Any owner of property affected by the Goal 5 safeharbor (1) protection of significant wetlands or (2) vegetated areas established for the Tualatin River, Fanno Creek, Ball Creek, and the South Fork of Ash Creek may apply for a comprehensive plan amendment as provided in Chapter 18.790, Text and Map Amendments. This amendment must be based on a specific development proposal. The

effect of the amendment would be to remove Goal 5 protection from the property, but not to remove the requirements related to the CWS Stormwater Connection Permit, which must be addressed separately through an alternatives analysis, as described in Section 3.02.5 of the CWS "Design and Construction Standards." The applicant must demonstrate that such an amendment is justified by either of the following:

B. ESEE analysis. The applicant may prepare an environmental, social, economic and energy (ESEE) consequences analysis prepared in compliance with OAR 660-23-040.

FINDING: The applicant has chosen to demonstrate the amendment is justified through an ESEE analysis, rather than a demonstration that the wetlands are not significant.

The applicant submitted an ESEE analysis dated March 2026 (Attachment 3) prepared in compliance with OAR 60-23-040, to justify removal of Goal 5 protection from approximately 1,331 square feet (0.03 acre) of significant wetlands and associated vegetated corridor.

1. **The analysis must consider the ESEE consequences of allowing the proposed conflicting use, considering both the impacts on the specific resource site and the comparison with other comparable sites within the Tigard Planning Area;**

FINDING: As described in the ESEE analysis (Attachment 3), the applicant has considered the consequences of allowing the proposed conflicting use, in this case the proposed bridge and stormwater outfall repair and bank stabilization, and has considered the impacts on the specific resource site as well as other comparable sites within Tigard. As described in the applicant's analysis, the consequences of allowing the proposed conflicting use provide a net positive benefit by repairing and securing public infrastructure and protecting the adjacent private property by stabilizing the eroding bank. Since the proposal is specific to stabilizing the existing bank and repairing the existing bridge, there are no comparable sites within the Tigard Planning Area that can provide an alternative site with fewer impacts. This standard is met.

2. **The ESEE analysis must demonstrate to the satisfaction of the city council that the adverse economic consequences of not allowing the conflicting use are sufficient to justify the loss, or partial loss, of the resource;**

FINDING: The ESEE analysis provided by the applicant demonstrates that the economic consequences of not allowing the conflicting use would be negative. As stated in the analysis, allowing the project to move forward will decrease the city's liability in the event of a motor vehicle crash impacting the guardrail on the northbound side of the bridge since the guardrail will be replaced along with secure concrete footers. Additionally, the project will decrease the city's liability for damages incurred involving the property located directly north of the bridge at 11740 SW 121st Avenue related to the driveway, motor vehicles parked in the driveway, or the fence and home, all of which are located near the north creek bank. Lastly, the proposed project includes the replacement of a broken stormwater outfall and stabilization of the creek bank around the two sanitary sewer manholes on the south creek bank, protecting critical utilities from further deterioration and preventing costly future repairs in the event of failure. For these reasons, prohibiting the conflicting use would result in negative economic consequences from impacts to the utilities, adjacent property, and additional expenses for repair and maintenance to the existing structure, which will continue to deteriorate should it not be replaced. This standard is met.

3. **The ESEE analysis must be prepared by a team consisting of a wildlife biologist or wetlands ecologist and a land use planner or land use attorney, all of whom are qualified in their respective fields and experienced in the preparation of Goal 5 ESEE analysis;**

FINDING: A qualified team consisting of land use planners, wetland scientists, and ecologists, all qualified in their respective fields with experience compiling such analyses, prepared the ESEE analysis submitted with this application as Exhibit C. This standard is met.

5. **If the application is approved, then the ESEE analysis must be incorporated by reference into the Tigard Comprehensive Plan, and the "Tigard Wetland and Stream Corridor Map" be amended to remove the site from the inventory.**

FINDING: On approval of this request, the ESEE analysis will be incorporated by reference into the Tigard Comprehensive Plan, and the "Tigard Wetland and Stream Corridor Map" will be amended to remove protection from the subject portion of the site from the inventory.

18.790 TEXT AND MAP AMENDMENTS

A. Approval process.

2. **A quasi-judicial comprehensive plan map amendment application is processed through a Type III-Modified procedure, as provided in Section 18.710.090, which is decided by the City Council with a recommendation by Planning Commission.**

FINDING: The applicant is proposing to impact sensitive lands, including significant wetlands, Summer Creek, and the associated vegetated corridors to allow the bank stabilization to support the existing bridge and associated improvements. Per Section 18.510.100, this protection can only be removed through a comprehensive plan map amendment. As such, this application is being reviewed through the Type III-Modified procedure.

B. Approval criteria. A recommendation or decision for a quasi-judicial zoning map amendment or quasi-judicial comprehensive plan amendment will be based on the following:

1. **Demonstration of compliance with all applicable comprehensive plan policies and map designations; and**

FINDING: The proposal demonstrates compliance with all applicable comprehensive plan policies and map designations, as described above.

2. **Demonstration that adequate public services exist to serve the property at the intensity of proposed zoning. Factors to consider include the projected service demands of the property, the ability of the existing and proposed public services to accommodate the future use, and the characteristics of the property and development proposal, if any.**

FINDING: The proposed project will stabilize and repair the existing SW 121st Avenue Bridge over Summer Creek. Associated improvements are also proposed within the project area, including extension of the wingwalls and replacement of the guardrail and stormwater outfall. Rather than increasing demand

on public facilities, the proposed project is replacing and improving existing public facilities in order to meet current public demand. The proposed amendments to the comprehensive plan in order to remove the "significant" designation from wetlands and vegetated corridor areas impacted by the project will have minimal impact on public services or demand for public services. This criterion is met.

CONCLUSION: This proposal meets all applicable standards and criteria of the Tigard Community Development Code.

ADDITIONAL CITY OR AGENCY COMMENTS:
The proposal is for the emergency repair of guardrail, wingwalls, and stormwater outfall on the SW 121st Ave Bridge, and the stabilization of the north and south banks of Summer Creek, to include the shoring of the creek bank immediately below the driveway at 11740 SW 121st Avenue.

The scope of this work is classified as a maintenance and repair project, so improvements associated with development are not required, however the following conditions of approval are required:

- Repairs associated with public infrastructure including utilities and grading must be designed in accordance with the following codes and standards:
  - City of Tigard Public Improvement Design Standards
  - Clean Water Services (CWS) Design and Construction Standards
  - City of Tigard Community Development Codes and Municipal Codes
  - Other applicable County, State, and Federal Codes and Standard Guidelines

- Prior to commencing any site work, the applicant must obtain approval of a Public Facility Improvement (PFI) Permit to cover improvements associated with public infrastructure work or any other work in the public right-of-way, and an Erosion and Sediment Control (ESC) Permit. An Engineering cost estimate of improvements associated with public infrastructures including but not limited to street, grading, and utilities are required at the time of permit submittal.

- Prior to commencing any site work, the applicant must submit the exact legal name, address, and telephone number of the individual or corporate entity who will be designated as the "Permittee", and who will provide the financial assurance for the public improvements. Specify if the entity is a corporation, limited partnership, LLC, etc. and the state within which the entity is incorporated and provide the name of the corporate contact person.

- Prior to commencing any site work, the applicant must submit a construction vehicle access and parking plan for approval. The purpose of this plan is for parking and traffic control during the public improvement construction phase. All construction vehicle parking must be provided onsite. Parking construction vehicles or equipment on adjacent residential public streets is prohibited. Construction vehicles include the vehicles of any contractor or subcontractor involved in the construction of site improvements or buildings proposed by this application and must include the vehicles of all suppliers and employees associated with the project.

- Prior to commencing any site work, the applicant must obtain a CWS Stormwater Connection Authorization prior to issuance of the City of Tigard PFI Permit. The applicant must submit site plans and a final storm drainage report for approval indicating how run-off will be collected and conveyed. The storm drainage report must be prepared and include a maintenance plan in

accordance with CWS Design and Construction Standards and the City of Tigard Standards. The City will forward plans and the storm drainage report to CWS after preliminary review for CWS's review and approval.

- Prior to final acceptance, the applicant must complete all improvements associated with public infrastructure under the City and CWS jurisdiction. Public infrastructure includes, but is not limited to, street improvements and public stormwater facilities. The applicant must receive conditional acceptance from the City of Tigard.

- Prior to final acceptance, the applicant must submit a two years of maintenance assurance for all required public improvements and enter into a stormwater maintenance agreement with the City.

Through conditions of approval, these standards are met.

Grading and Erosion Control:
The City of Tigard and Clean Water Services Design and Construction Standards also regulate erosion control to reduce the amount of sediment and other pollutants reaching the public storm and surface water system resulting from development, construction, grading, excavating, clearing, and any other activity which accelerates erosion. Prior to commencing any site work, the applicant must obtain an Erosion and Sediment Control (ESC) Permit through the city of Tigard. The plan must comply to the "CWS Erosion Prevention and Sediment Control Design and Planning Manual" (current edition).

The Federal Clean Water Act requires that a National Pollutant Discharge Elimination System (NPDES) erosion control permit be issued for any development that will disturb one or more acre of land. The area of disturbance is less than one acre. The following conditions of approval are required to meet this standard:

- Prior to commencing any site work, the applicant must submit for an Erosion & Sediment Control (ESC) Permit. The plan must conform to the "CWS Erosion Prevention and Sediment Control Design and Planning Manual" (current edition).

- Prior to commencing any site work, the applicant must submit a final grading plan showing the existing and proposed contours for approval. The plan must detail the provisions for surface drainage of all lots and show that they will be graded to ensure that surface drainage is directed to the street or a public storm drainage system approved by the Engineering Division. The design engineer must indicate areas that will have natural slopes between 10 percent and 20 percent, as well as areas that will have natural slopes in excess of 20 percent. This information will be necessary in determining if special grading inspections or permits will be necessary.

Through the conditions of approval, this standard is met.

SECTION VII. OTHER STAFF COMMENTS

The following City of Tigard staff were sent a copy of the proposal:
- Development Engineering
- Public Works

- Transportation Planning
- Police Department

Comments from Development Engineering have been incorporated throughout this report and are also provided in Attachment 3. No other comments were received from other staff.

SECTION VIII. AGENCY COMMENTS

Clean Water Services issued a Service Provider Letter (CWS file 26-001070) for this proposal on June 5, 2026, and determined that this project will significantly impact the existing or potentially sensitive area(s) found near the site. The agency also submitted written comments, dated July 21, 2026, requesting a condition of approval that requires the applicant to obtain Storm Water Connection Permit Authorization. This request has been incorporated into the conditions of approval. The City of Tigard and CWS have an intergovernmental agreement stating that the City will ensure implementation of CWS Design and Construction Standards; therefore, this approval is conditioned to satisfy CWS requirements.

SECTION IX. ANALYSIS, CONCLUSION, AND RECOMMENDATION

ANALYSIS:
As shown in the analysis above, the applicant's ESEE analysis addresses the requirements of the Tigard Development Code, Chapter 18.510 Sensitive Lands. The subject property contains locally significant wetlands and vegetated corridors protected under Goal 5 safe harbor. The applicant has applied for a quasi-judicial comprehensive plan map amendment under a Type III-Modified procedure. The application is based on a specific development of repairs to the SW 121st Avenue bridge, bank stabilization, and utility repair. The applicant has demonstrated that such an amendment is justified by an ESEE analysis consistent with OAR 660-23-040.

The ESEE analysis concludes that allowing the conflicting use to the bridge repairs, utilities, and bank stabilization would result in the most positive consequences of the decision options. A decision to allow the conflicting use will avoid many of the negative consequences attributed to either limiting or prohibiting the conflicting uses. Through the application of development standards to conflicting uses, the impacts on the significant wetland can be further minimized, and the remaining resource and off-site resource areas can be enhanced. There will be a relatively high level of economic, social, environmental and energy benefits achieved. Allowing the conflicting use offers the most benefit to the wetland (through restoration and enhancement) and to the community (safer utility and transportation infrastructure) and it strikes a balance between conflicting uses and the city's goals.

CONCLUSION
As demonstrated by the findings above, the Planning Commission finds, by a 7-0 vote in favor, that the proposed comprehensive plan map amendment and sensitive lands review comply with the applicable Statewide Planning Goals, applicable regional, state, and federal regulations, the Tigard Comprehensive Plan, and applicable provisions of the City's implementing ordinances.

The Planning Commission recommends approval to the Tigard City Council of the proposed comprehensive plan map amendment and sensitive lands review.

/s/ Jenny McGinnis August 5, 2026
PREPARED BY: Jenny McGinnis
Associate Planner

/s/ Schuyler Warren August 5, 2026
APPROVED BY: Schuyler Warren
Assistant Community Development Director

RECOMMENDED: THE 3RD DAY OF AUGUST 2026 BY THE CITY OF TIGARD PLANNING COMMISSION.

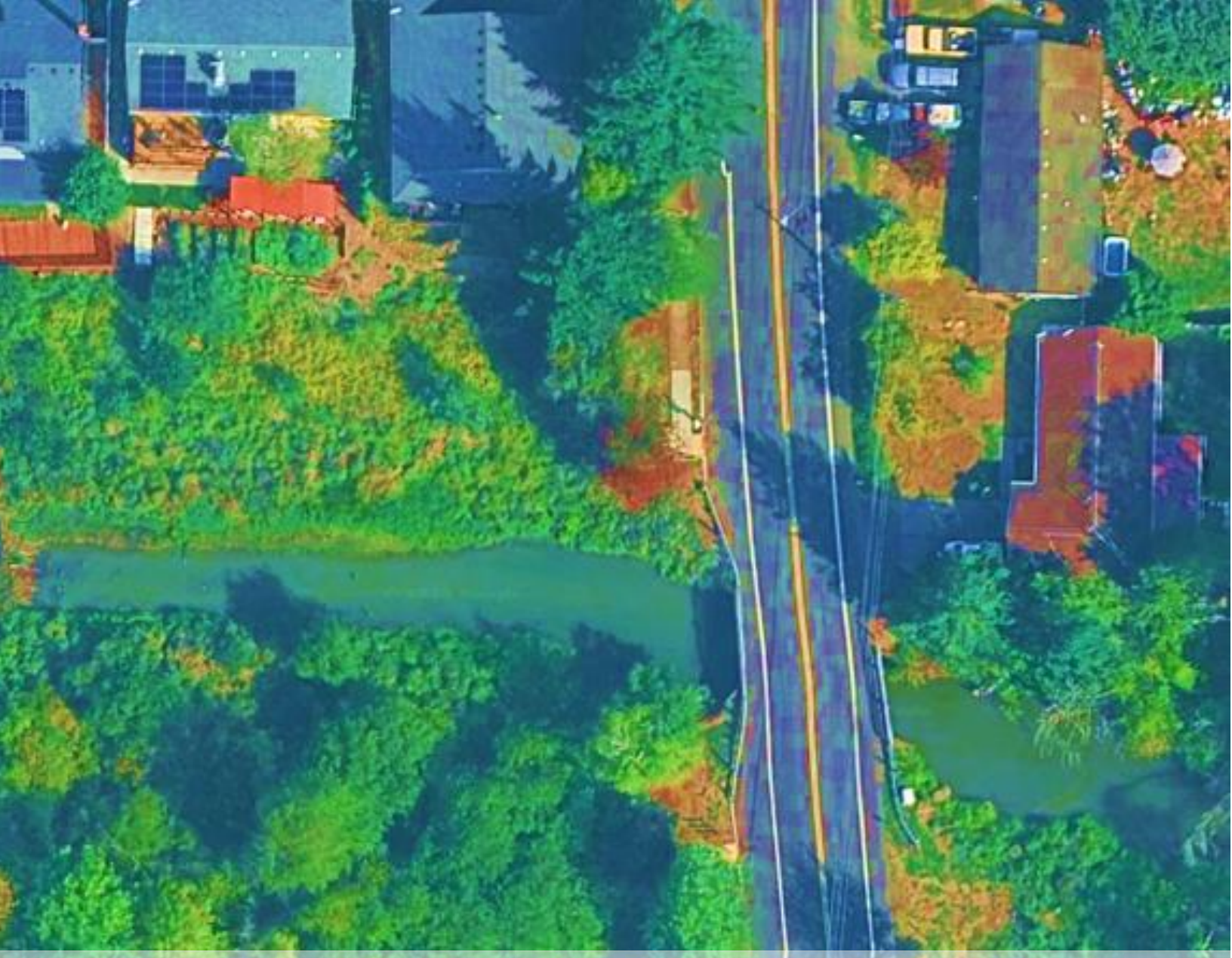


Nathan Jackson, Planning Commission President

Dated this 6 day of August 2026.

Attachments:

Attachment 1: Site Plan
Attachment 2: Plan Set
Attachment 3: ESEE Analysis
Attachment 4: Agency Comments
Attachment 5: Public Comments



APPENDIX G: SW 121ST AVENUE BRIDGE AND BANK STABILIZATION ECONOMIC, SOCIAL, ENVIRONMENTAL, AND ENERGY (ESEE) ANALYSIS

PREPARED BY:

MATT BOWLING, AICP | PROJECT MANAGER

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CITY OF Tigard Public Works

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APPENDICES

APPENDIX A: JUNE 2025 WETLANDS DELINEATION, WSP USA, INC.

1. EXECUTIVE SUMMARY

The City of Tigard Department of Public Works is seeking a Comprehensive Plan Map Amendment to allow for the emergency repair of the guardrail, wingwalls, and stormwater outfall on the east side of the SW 121st Avenue Bridge, and the stabilization of the north and south banks of Summer Creek, to include the shoring of the creek bank immediately below the driveway at 11740 SW 121st Avenue and the road guardrail foundations on the SW 121st Avenue Bridge.

The requested amendment would result in 0.010 acres (445.95 Sq. Ft.) of wetlands and 0.020 acres (884.49 Sq. Ft.) of vegetated corridor being removed from the Comprehensive Plan Map on the east side of the SW 121st Avenue Bridge. Once work is completed, the impacted wetland and vegetated corridor will be re-established with native species. All permanent impacts from the proposed work will be on the east side of the SW 121st Avenue Bridge.

Temporary, construction related, impacts will be mitigated through the use of best practices promulgated by Clean Water Services (CWS), the Oregon Department of State Lands (DSL), and the Oregon Department of Environmental Quality (DEQ). Approximately 97 native trees, 1,226 native shrubs, and 100 native wetland plants (sedges, rushes, grasses) will be planted throughout the project area once construction is completed. These plantings will be done at the ratios and to the specifications required by CWS.

1.1 South Bank - Wetlands

Approximately 0.010 acres (445.95 Sq. Ft.) of locally significant wetlands on the south side of Summer Creek will be impacted by the proposed work. These wetlands have been delineated on the as delineated on the City of Tigard *Wetlands & Stream Corridors Map*.[1] The proposed work, impacting these wetlands, includes the shoring of the road guardrail foundations on the SW 121st Bridge, the extension of the existing concrete wingwall by seven feet, the installation of riprap stones and geocells in and around the exposed sanitary sewer manholes, and the replanting of wetlands plants.

The herbaceous vegetation in these wetlands is "dominated by bird's-foot trefoil (*Lotus corniculatus*) and reed canarygrass (*Phalaris arundinacea*)."[2] Both bird's foot trefoil and reed canarygrass are invasive species that outcompete natives, their predominance within the subject wetland area, highlight the wetlands' degraded condition. A full wetlands delineation, for the entire project area, was completed in June 2025 and can be found in *Appendix A: June 2025 Wetlands Delineation*.

Once work is completed, the impacted wetland will be restored with native plants. All replanting will be done to the standards set forth by CWS, which are widely regarded as industry best practices. In simple terms, the wetland will be left better than it was found *because* of this project.

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[1] City of Tigard, Oregon, *Wetlands & Stream Corridors: City of Tigard, Oregon*, accessed 24Mar2026. Link.

[2] Larsson, Ingrid and Feltus, Hallie, *Wetland and Other Waters Delineation Report: Summer Creek Bank Stabilization Assessment and Design*, WSP USA, Inc., June 2025, Page 4.

1.2 Summer Creek - Waterway

Approximately 0.068 acres (2965.25 Sq. Ft.) of Summer Creek, below the ordinary high water mark (OHWM), in the waterway, will be impacted with the installation of extended culvert wing walls, riprap stone, washed stone, root wads, and macrophyte plants. Because this work occurs below the OHWM, it is not subject to the requested Comprehensive Plan Map Amendment and Economic, Social, Environmental, and Energy (ESEE) analysis. This information is included here for the reader's situational awareness of the overall project's full scope.

1.3 North Bank – Vegetated Corridor

Approximately 0.020 acres (884.49 Sq. Ft.) of vegetated corridor on the north side of Summer Creek will be impacted with the installation of riprap stone, geocells, trees, and riparian plants; and the replacement of a broken stormwater line (from the roadway) with a new one. Invasive species in this area will be removed. The vegetated corridor will be enhanced and re-established with native species once work is completed. All replanting will be done to the specifications required by Clean Water Services.

1.4 Construction Related Impacts (Temporary)

Temporary, construction related, impacts will occur on the west side of the SW 121st Avenue Bridge, in the waterway, for re-routing water during in-water work periods from July to September. These impacts will be mitigated through the use of best practices promulgated by Clean Water Services (CWS), Oregon Department of State Lands (DSL), and the Oregon Department of Environmental Quality (DEQ). Throughout the project area, it is estimated that approximately 97 native trees, 1,226 native shrubs, and 100 native wetland plants (sedges, rushes, grasses) will be planted once construction is completed. This restoration will replace the invasive plants and shrubs that are removed as part of this project, and the eight trees that will be removed on the north bank.

2. KEY FINDINGS

The ESEE analysis that follows demonstrates that the positive economic, social, environmental, and energy outcomes of removing the *Statewide Planning Goal 5* protections from the subject 0.010 acres of wetlands on the south creek bank and the 0.020 acres of vegetated corridor on the north bank outweigh maintaining the status quo protections for these areas and not allowing the bridge and bank stabilization work to occur.

3. PROJECT OVERVIEW

3.1 Background

This project was brought to the City's attention by concerned residents. The property owners at 11740 SW 121st Avenue contacted the City Tigard, concerned with the erosion that they were witnessing (over the course of years) on the south side of their property, where it borders Summer Creek. The City of Tigard Department of Public Works investigated and found the driveway at 11740 SW 121st Avenue to be at risk. Erosion of the creek bank was exposing the driveway retaining wall foundation. Both creekbanks (north and south) were witnessed to be severely eroded. As a result, the City included this project with its adopted *Capital Improvement Project Budget FY2025-2026* (*Stormwater Capital Improvement Plan* #94057), with the goal of providing bank stabilization and mitigating the erosion.

In 2025, the City contracted with WSP USA, Inc. (WSP) to conduct due diligence, including a wetland delineation, in the vicinity of the SW 121st Avenue Bridge. As part of the due diligence process, WSP found additional, significant, concerns. First, the erosion, caused by high volume, high velocity stormwater flows, was not limited to the creek banks. Eddies form near the bridge culvert wingwalls during high flow events and cause the road guardrail foundations to become exposed. The earth surrounding the road guardrail concrete footers was eroding away with each stormwater event. In addition, WSP found that the stormwater outfall, leading from SW 121st Avenue down from the roadway into Summer Creek, was broken, leading to water infiltrating behind the retaining wall supporting the driveway at 11740 SW 121st Avenue. In order to address these challenges, the following nine work items described in Section 3.3, 3.4, and 3.5 are being proposed as a part of this project.

3.2 Project Description

There are nine work items proposed by the City of Tigard Department of Public Works Engineering Division. Each of these work items were carefully designed and vetted to (1) mitigate the adverse effects of erosion in the vicinity of the east side of the SW 121st Avenue Bridge and (2) enhance the environmental conditions of the area once work is completed (i.e. leave it in better environmental condition than it was found in). All of the proposed work will be completed in full accordance with the Clean Water Services (CWS) *Design and Construction Standards*, and the requirements specified by the Oregon Department of State Lands (DSL), the Oregon Department of Environmental Quality (DEQ), and the U.S. Army Corps of Engineers (USACE).

3.3 South Bank – Wetlands – 0.010 acres (445.95 Sq. Ft.)

1. Shoring of the road guardrail foundations on the SW 121st Bridge. Replacement of the deteriorated road guardrails as required.

2. Installation of riprap stones and geocells in and around the exposed sanitary sewer manholes.

3. Replanting of native wetlands plants and establishment of geocell vegetated upper slope.

*3.4 Summer Creek – Waterway – 0.068 acres (2965.25 Sq. Ft.)**

4. Extension of the existing concrete wingwall on the south side by seven feet. Extension of the existing concrete wingwall on the north side by six feet.

5. Cleaning of both the south and north bridge culverts of all sediment and debris.

6. Placement of native stone riffle breaks in the waterway. Root wads (six feet diameter) placed downstream. Macrophytes established as required (CWS, DSL, DEQ, USACE).

**Because this work occurs below the OHWM, it is not subject to the requested Comprehensive Plan Map Amendment and Economic, Social, Environmental, and Energy (ESEE) analysis. This information is included here for the reader's situational awareness of the overall project's full scope.*

3.5 North Bank – Vegetated Corridor – 0.020 acres (884.49 Sq. Ft.)

7. Replacement broken stormwater line (from roadway) and outfall with new. Reposition to ensure that stormwater flows are directed away from the wing wall.

8. Secure north bank with riprap stones.

9. Establish geocell vegetated upper slope.

Six trees on the north creek bank will be removed as a part of this project. In addition, all invasive species within the project area are to be removed. Approximately 97 native trees, 1,226 native shrubs, and 100 native wetland plants (sedges, rushes, grasses) will be planted once construction is completed. All replanting will be done to Clean Water Services' standards.

FIGURE 1: PROPOSED SITE PLAN

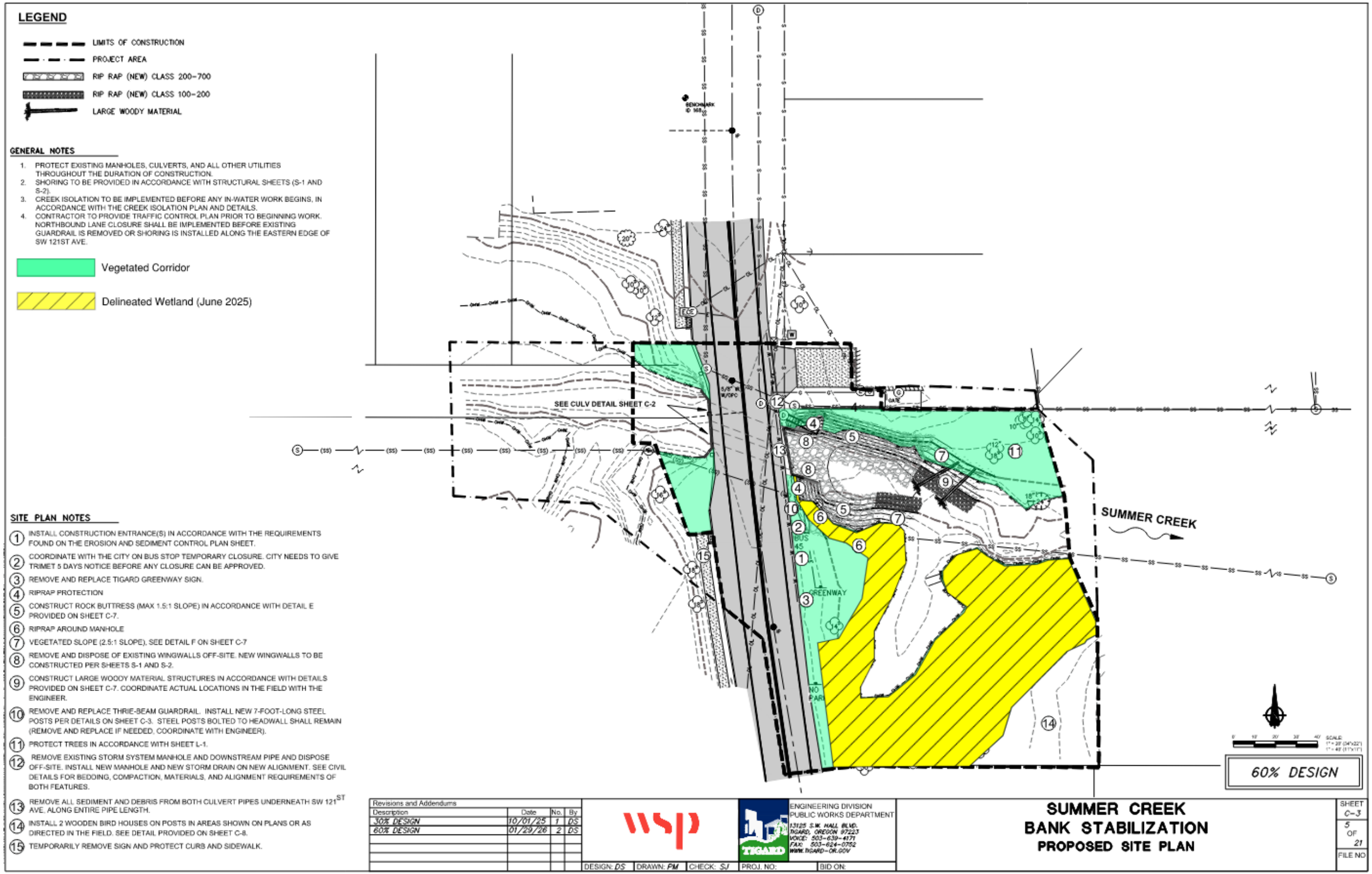


FIGURE 2: PROPOSED SITE PLAN CROPPED TO SHOW IMPACTED WETLAND



FIGURE 3: PROPOSED SITE PLAN CROPPED TO SHOW IMPACTED WATERWAY

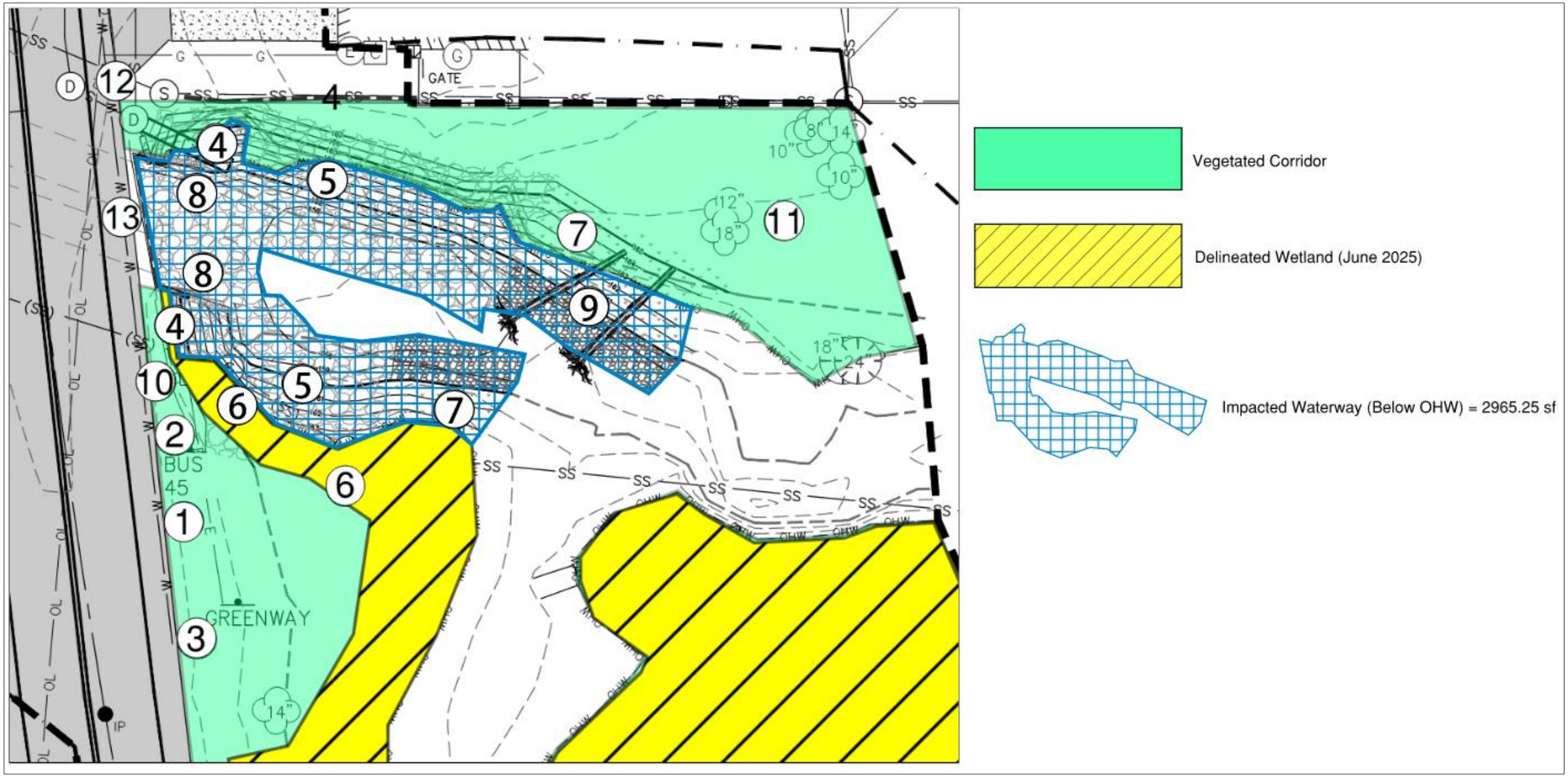
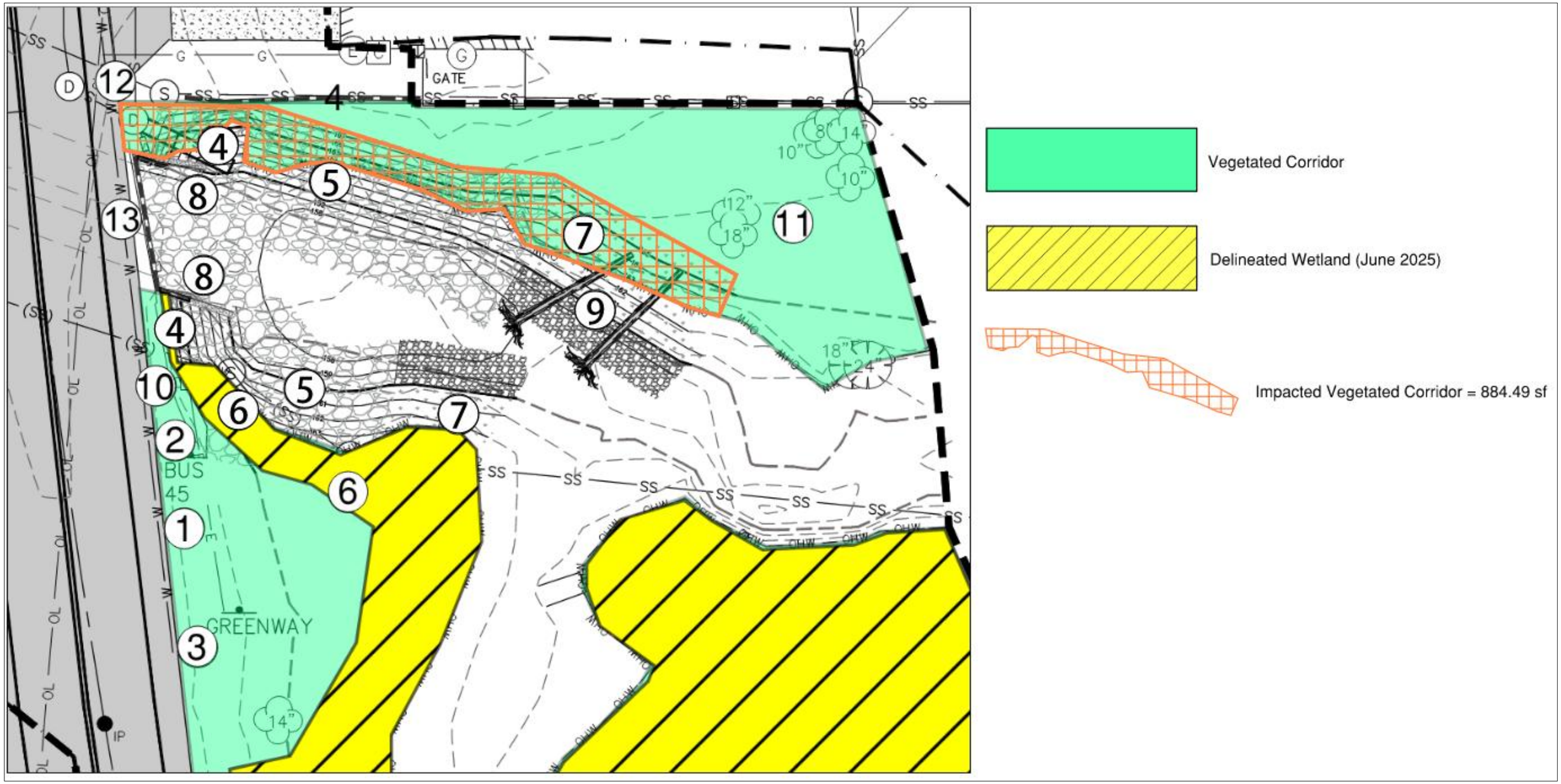


FIGURE 4: PROPOSED SITE PLAN CROPPED TO SHOW IMPACTED VEGETATED CORRIDOR



4. ECONOMIC, SOCIAL, ENVIRONMENTAL, AND ENERGY (ESEE) ANALYSIS

A portion of the proposed project is located in area delineated on the *City of Tigard Wetlands and Steam Corridors Map* (September 2025) as a *Significant Wetland* and another portion of the proposed project area is a designated vegetated corridor.[3] These designations were afforded to these areas pursuant to *Statewide Planning Goal 5: Natural Resources, Scenic & Historic Areas, and Open Spaces* (*Statewide Planning Goal 5*). Because the proposed work impacts a designated wetland and vegetated corridor, it represents a *conflicting use* and, as such, the applicant, in this instance the City of Tigard Department Public Works, Engineering Division, is seeking to remove the protections from the 0.010 acres (445.95 Sq. Ft.) of wetlands and the 0.020 acres (884.49 Sq. Ft.) of vegetated corridor through the completion of an economic, social, environmental, and energy (ESEE) analysis.

Completion of an ESEE analysis is one of two ways specified in the City of Tigard Municipal Code to achieve the Comprehensive Plan Map Amendment required to address the *conflicting use* described above. The other avenue being a *demonstration of change*, which would require the applicant to provide evidence as to why delineated wetlands and vegetated corridor no longer meet the significance criteria in *Statewide Planning Goal 5*, when considered relative to similar environmental resources in the City of Tigard.[4] With regard to the *demonstration of* change, the City of Tigard Department of Public Works, Engineering Division makes no such assertion and opts instead to complete the ESEE analysis based on the specific development proposal described above.

The State of Oregon developed the ESEE process to assist local governments with implementing *Statewide Planning Goal 5: Natural Resources, Scenic & Historic Areas, and Open Spaces*. Oregon Administrative Rules (OAR) §660-023-0040 *ESEE Decision Process* requires that local governments complete following steps (not required to be completed in numerical order) when completing the ESEE process: [5]

1. Identify Conflicting Land Uses;
2. Determine the Impact Area;
3. Analyze the ESEE Consequences; and
4. Develop a Program to Achieve *Goal 5*.

These steps are examined in detail in the analysis the follows, which will weigh the positives and negatives consequences associated with allowance of, or denial of, the proposed Comprehensive Plan Map Amendment. In this instance, the *conflicting use* described above, which would remove map protections for the 0.010 acres (445.95 Sq. Ft.) of wetlands and 0.020 acres (884.49 Sq. Ft.) of vegetated corridor, and allow for bridge and bank stabilization work to occur.

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[3] City of Tigard, Oregon, *Wetlands & Stream Corridors: City of Tigard, Oregon*, accessed 24Mar2026. Link.

[4] City of Tigard, Oregon, *Plan Amendment Option*, accessed 30Mar2026. Link.

[5] Oregon Secretary of State, *Oregon Administrative Rules: ESEE Decision Process,* accessed 24Mar2026. Link.

4.1 Identify Conflicting Land Uses (OAR §660-023-0040.2 a-b)

(2) Identify conflicting uses, local governments shall identify conflicting uses that exist, or could occur, with regard to significant Goal 5 resource sites. To identify these uses, local governments shall examine land uses allowed outright or conditionally within the zones applied to the resource site and in its impact area. Local governments are not required to consider allowed uses that would be unlikely to occur in the impact area because existing permanent uses occupy the site. The following shall also apply in the identification of conflicting uses:

(a) If no uses conflict with a significant resource site, acknowledged policies and land use regulations may be considered sufficient to protect the resource site. The determination that there are no conflicting uses must be based on the applicable zoning rather than ownership of the site. (Therefore, public ownership of a site does not by itself support a conclusion that there are no conflicting uses).

(b) A local government may determine that one or more significant Goal 5 resource sites are conflicting uses with another significant resource site. The local government shall determine the level of protection for each significant site using the ESEE process and/or the requirements in OAR 660-023-0090 through 660-023-0230 (see 660-023-0020(1)).

RESPONSE

The entire project area is publicly owned, and the City is not proposing a change in the site's underlying zone (Parks and Recreation District), nor a deviation from the site's current use. However, the City is proposing a change to two areas within the site that are currently delineated on the *City of Tigard Wetlands and Steam Corridor Map*. The City is seeking to remove protections from the 0.010 acres (445.95 Sq. Ft.) of wetlands and the 0.020 acres (884.49 Sq. Ft.) of vegetated corridor.

These changes will be permanent in that they will remove protection from these two areas (i.e. they will be removed from the *City of Tigard Wetlands and Stream Corridor Map* through a Comprehensive Plan Map Amendment). As such, it is this aspect of the City's proposal that presents the *Conflicting Use*. The City is making this request in order to provide permanent stabilization to the eroding creek banks and the SW 121st Avenue Bridge, and to fix a broken stormwater outfall leading from SW 121st Avenue to the creek. This proposed action requires a ESEE analysis to be completed. This ESEE analysis will weigh the positives and negative consequences associated with allowance of, or denial of, the proposed Comprehensive Plan Map Amendment and applies only to those areas described above.

THIS ESEE STEP IS MET.

4.2 Determine the Impact Area (OAR §660-023-0040.3)

(3) Determine the impact area. Local governments shall determine an impact area for each significant resource site. The impact area shall be drawn to include only the area in which allowed uses could adversely affect the identified resource. The impact area defines the geographic limits within which to conduct an ESEE analysis for the identified significant resource site.

RESPONSE

The work impact areas are described below. Of note, two of the work items (#2 and #4) are in Summer Creek, meaning that they are below ordinary high water mark (OHWM) and are in the waterway. As such, they are not mapped, unlike #1 and #3, which are both mapped on the *City of Tigard Wetlands and Steam Corridors Map* (September 2025), as a locally significant wetland and a designated vegetated corridor, respectively. For this Comprehensive Plan Map Amendment, the City requests that the mapped *Goal 5* protections for work items #1 and #3 be removed to allow for the bank and bridge stabilization work to occur.

(1) Approximately 0.010 acres (445.95 Sq. Ft.) of wetlands on the south side of Summer Creek will be impacted by the proposed work. The proposed work, impacting these wetlands, includes the shoring of the road guardrail foundations on the SW 121st Bridge, the extension of the existing concrete wingwall by seven feet, the installation of riprap stones and geocells in and around the exposed sanitary sewer manholes, and the replanting of wetlands plants.

(2) Approximately 0.068 acres (2965.25 Sq. Ft.) of Summer Creek, below the ordinary high water mark (OHWM), will be impacted with the installation of extended culvert wing walls, riprap stone, washed stone for riffle breaks, root wads, and macrophyte plants.

(3) Approximately 0.020 acres (884.49 Sq. Ft.) of vegetated corridor on the north side of Summer Creek will be impacted with the installation of riprap stone, geocells, trees, and riparian plants; and the replacement of a broken stormwater line (from the roadway) with a new one.

(4) Temporary, construction related, impacts will occur on the west side of the SW 121st Avenue Bridge, in the waterway, for re-routing water during in-water work periods from July to September and throughout the project area which is delineated in *Figure 1: Proposed Project Site Plan*.

Location/Work	Sq. Ft.	In ESEE?	Why/Why Not in ESEE?
(1) South Bank Wetlands	445.95	Yes	Mapped, Locally Significant
(2) Summer Creek	2965.25	No	Not Mapped, in the waterway
(3) North Bank Veg. Corridor	884.49	Yes	Mapped, Locally Significant
(4) Temporary Construction	N/A	No	Not Mapped, in the waterway

By no means does this mean that the impacts of work items #2 and #4 are not considered by the applicant. These items were addressed in the Comprehensive Plan Map Amendment submittal package (sensitive lands).

THIS ESEE STEP IS MET.

4.3 Analyze the ESEE Consequences (OAR §660-023-0040.4)

(4) Analyze the ESEE consequences. Local governments shall analyze the ESEE consequences that could result from decisions to allow, limit, or prohibit a conflicting use. The analysis may address each of the identified conflicting uses, or it may address a group of similar conflicting uses. A local government may conduct a single analysis for two or more resource sites that are within the same area or that are similarly situated and subject to the same zoning. The local government may establish a matrix of commonly occurring conflicting uses and apply the matrix to particular resource sites in order to facilitate the analysis. A local government may conduct a single analysis for a site containing more than one significant Goal 5 resource. The ESEE analysis must consider any applicable statewide goal or acknowledged plan requirements, including the requirements of Goal 5. The analyses of the ESEE consequences shall be adopted either as part of the plan or as a land use regulation.

RESPONSE

For this component of the ESEE analysis, **positive** and **negative** consequences are examined for the **ECONOMIC**, **SOCIAL**, **ENVIRONMENTAL**, and **ENERGY** categories under the following two scenarios:

1. Maintaining the *Goal 5* protections for the 0.010 acres of wetlands on the south side of Summer Creek and the 0.020 acres of vegetated corridor on the north side of Summer Creek, which would not allow the proposed bridge and bank stabilization work to occur and would not allow for a *conflicting use* to occur.

2. Removal of the *Goal 5* protections for the 0.010 acres of wetlands on the south side of Summer Creek and the 0.020 acres of vegetated corridor from the north side of Summer Creek, which would allow the proposed bridge and bank stabilization work to occur and would allow for a *conflicting use* to occur.

ECONOMIC

Scenario 1: Maintaining Goal 5 Protections

Negative Economic Consequences

- The primary negative economic consequences of maintaining the existing *Goal 5* protections involve liability. Specifically, the City's liability should a northbound motor vehicle on the SW 121st Avenue Bridge hit the guardrail, with a foundation known to be compromised due to erosion, and suffer a catastrophic crash in or around Summer Creek.

- Additional negative economic consequences of maintaining the existing *Goal 5* protections also involve liability and specifically pertain to the private property at 11740 SW 121st Avenue. A broken stormwater outfall and erosion are compromising the

driveway foundation at 11740 SW 121st Avenue. The driveway itself, and any motor vehicles parked on it, are at risk should the driveway collapse into the north creek bank.

- A final negative economic consequence of maintaining the existing *Goal 5* protections involves the high costs associated with deferred maintenance for the broken stormwater outfall on the north creek bank and the exposed sanitary sewer manholes on the south creek bank. Eventually, if maintenance continues to be deferred and erosion is allowed to continue unmitigated, there will be a system failure involving one, if not both, of these critical utilities. Failure of the sanitary sewer line would result in a DEQ illicit discharge, which would require immediate action. Repair costs at such a time will be considerably higher than they are today.

Positive Economic Consequences

- Positive economic consequences of maintaining the existing *Goal 5* protections are primarily short-term in that the City would not spend the money currently budgeted to perform the bridge and bank stabilization, and wetland and vegetated corridor enhancement ($840,000).

Scenario 2: Removing Goal 5 Protections

Negative Economic Consequences

- In the short-term, removing the *Goal 5* protections for the subject wetlands and vegetated corridor, which would allow for the bridge and bank stabilization, wetland and vegetated corridor enhancement to occur, will cost the City the money it has budgeted for the project ($840,000).

Positive Economic Consequences

- One of the primary positive economic consequences of removing the *Goal 5* protections for the subject wetlands and vegetated corridor, which would allow for the bridge and bank stabilization, wetland and vegetated corridor enhancement to occur, will decrease the City's liability in the event of motor vehicle crash impacting the guardrail on the northbound side of the SW 121st Avenue Bridge. The compromised guardrail will be replaced, along with new – secured – concrete footers.

- In addition, removing the *Goal 5* protections for the subject wetlands and vegetated corridor, which would allow for the bridge and bank stabilization, wetland and vegetated corridor enhancement to occur, will decrease the City's liability for any damages incurred involving the private property at 11740 SW 121st Avenue, specifically the driveway, and any motor vehicles park on it, and/or the fence and home, which are both proximate to the north creek bank.

- Finally, removing the *Goal 5* protections for the subject wetlands and vegetated corridor, which would allow for the bridge and bank stabilization, wetland and vegetated corridor

enhancement to occur, will result in the replacement of the broken stormwater outfall leading from SW 121st Avenue to Summer Creek and the stabilization of the creek bank around the two sanitary sewer manholes on the south creek bank, protecting these critical utilities from further deterioration and preventing costly future repairs in the event of catastrophic utility failure.

ECONOMIC – CONCLUSION

The positive and negative economic impacts associated with both scenarios were analyzed above. In *Scenario 1: Maintaining Goal 5 Protections*, 3 negative consequences and 1 positive consequence were identified. In *Scenario 2: Removing Goal 5 Protections*, 1 negative consequence and 3 positive consequences were identified. In addition to the quantitative difference in outcomes, the qualitative differences (e.g. reduced liability) favor removing *Goal 5* protections. **On balance, *Scenario 2: Removing Goal 5 Protections* resulted in better economic outcomes.**

SOCIAL

Scenario 1: Maintaining Goal 5 Protections

Negative Social Consequences

- The primary negative social consequence of maintaining the existing *Goal 5* protections involves life safety. First, the guardrail on the northbound lane of the SW 121st Avenue Bridge has a concrete foundation that is currently being exposed by erosion. If a motor vehicle were to hit it, there is concern that the guardrail would fail and the driver and/or passenger would be seriously injured or killed.

- An additional negative social consequence, related to life safety, of maintaining the existing *Goal 5* protections pertains to the private property at 11740 SW 121st Avenue. The driveway foundation is being damaged due to erosion. The retaining wall supporting the driveway foundation and preventing it from sliding down the north creek bank is now less than 6" away from the drop-off (due to soil loss). The driveway, along with any adult or child walking on it, and any motor vehicle parked on it, are at risk for serious injury or death in the event of foundation collapse and a landslide into the creek.

- There is a negative aesthetic consequence that result from maintaining the existing *Goal 5* protections in that the erosive impacts from stormwater events will continue to go unabated resulting in further bank erosion, creek sedimentation, and plant, shrub, and tree loss.

- Finally, an additional health risk would remain unmitigated if the existing *Goal 5* protections are left in place. There are two sanitary sewer manholes on the south creek bank that are currently being repeatedly exposed to stormwater. The soil around these manholes is eroding away, leaving the manholes exposed. If left unaddressed (both of these manholes are in the subject wetlands), the City risks damage to the sanitary sewer line, which would present a health risk, as sanitary sewer functionality is a critical "no-fail" utility.

Positive Social Consequences

- There are no predicted positive social consequences that would come from maintaining the *Goal 5* protections.

Scenario 2: Removing Goal 5 Protections

Negative Social Consequences

- There are no predicted negative social consequences that would come from removing the *Goal 5* protections.

Positive Social Consequences

- Removing the *Goal 5* protections would allow for the guardrail on the northbound lane of the 121st Avenue Bridge to be secured/replaced and for strengthened footers to be installed. This action would result in motorists being better protected in the event of a crash.

- In addition, removing the *Goal 5* protections will enable the City to perform the repairs on the north creek bank required to secure the bank and to reduce the risk of the driveway at 11740 SW 121st Avenue from catastrophically collapsing down the creek bank. The broken stormwater outfall would be replaced, and riprap stone and geocells will be installed to secure the creek bank. These actions would help mitigate the life safety risks that currently persist.

- Aesthetic benefits would be realized through the removal of the *Goal 5* protections. Both creek banks would be secured with riprap stone and geocells, and both will feature vegetated upper slopes. On the north creek bank root wads will be installed at the base of the riprap stone. On both creek banks, invasive plantings will be removed and, collectively, approximately 97 native trees, 1,226 native shrubs, and 100 native wetland plants (sedges, rushes, grasses) will be planted once construction is completed. These actions will help prevent further bank erosion, creek sedimentation, and plant, shrub, and tree loss.

- Finally, public health would benefit from the removal of the *Goal 5* protections. The two sanitary sewer manholes on the south creek bank would be secured with reinforced soil, riprap stone, and geocell. This would help prevent further erosion around them.

SOCIAL – CONCLUSION

The positive and negative social impacts associated with both scenarios were analyzed above. In *Scenario 1: Maintaining Goal 5 Protections*, 4 negative consequences and 0 positive consequence were identified. In *Scenario 2: Removing Goal 5 Protections*, 0 negative consequence and 4 positive consequences were identified. In addition to the quantitative difference in outcomes, the qualitative differences (e.g. life safety protections) favor removing *Goal 5* protections. **On balance, *Scenario 2: Removing Goal 5 Protections* resulted in better social outcomes.**

ENVIRONMENTAL

Scenario 1: Maintaining Goal 5 Protections

Negative Environmental Consequences

- If the existing *Goal 5* protections are maintained, the current environmental conditions will persist. Erosion will continue to pull earth, plants, shrubs, and trees off the creek banks and into Summer Creek during stormwater events. Sedimentation will continue unabated and turbid conditions will persist; water quality will continue to be degraded.

- In addition, should the *Goal 5* protections be maintained, invasive species will continue to dominate the creek banks. The June 2025 wetlands delineation determined that the herbaceous vegetation in the wetlands was "dominated by bird's-foot trefoil (*Lotus corniculatus*) and reed canarygrass (*Phalaris arundinacea*)."[6] Both bird's foot trefoil and reed canarygrass are invasive species that outcompete natives, their predominance within the subject wetland area, highlight the wetlands' degraded condition.

Positive Environmental Consequences

- Maintaining the *Goal 5* protections would prolong the life of the six trees on the north creek bank that are to be removed as part of the north bank stabilization component of the proposed project. These trees are valued environmental assets.

Scenario 2: Removing Goal 5 Protections

Negative Environmental Consequences

- Removal of the *Goal 5* protections for the for the 0.010 acres of wetlands on the south side of Summer Creek and the 0.020 acres of vegetated corridor from the north side of Summer Creek, would allow for the six trees on the north creek bank to be removed (required Tree Removal Permit would be obtained).

Positive Environmental Consequences

- If the *Goal 5* protections are removed both the south (wetland) and north (vegetated corridor) creek banks will be stabilized and erosion will not have the impacts that it currently does during stormwater events. Riprap stone, with geocells underlay, and vegetated upper slopes will be installed on both the south and north creek banks. Native plants, shrubs, and trees will be planted. These plantings will be done to CWS standards, which are widely regarded as best practices. Sedimentation from soil loss will be minimized, turbidity, and water quality, will be improved. Plants, shrubs, and trees will maintain stability during stormwater events and will not be washed into Summer Creek.

[6] Larsson, Ingrid and Feltus, Hallie, *Wetland and Other Waters Delineation Report: Summer Creek Bank Stabilization Assessment and Design*, WSP USA, Inc., June 2025, Page 4.

- Furthermore, lifting of the *Goal 5* protections will result in all the invasive plants, shrubs, and trees being removed from the subject wetlands (south bank) and subject vegetated corridor (north bank).

- Removal of the *Goal 5* protections will allow the project to move forward and will result in approximately 97 native trees, 1,226 native shrubs, and 100 native wetland plants (sedges, rushes, grasses) being planted once construction is completed.

- Removing the *Goal 5* protections will enable protection of the sanitary sewer manholes, which could prevent illicit discharges into the waterway.

ENVIRONMENTAL – CONCLUSION

The positive and negative environmental impacts associated with both scenarios were analyzed above. In *Scenario 1: Maintaining Goal 5 Protections*, 2 negative consequences and 1 positive consequence were identified. In *Scenario 2: Removing Goal 5 Protections*, 1 negative consequence and 4 positive consequences were identified. In addition to the quantitative difference in outcomes, the qualitative differences (e.g. restoration with native species) favor removing *Goal 5* protections. **On balance, *Scenario 2: Removing Goal 5 Protections* resulted in better environmental outcomes.**

ENERGY

Scenario 1: Maintaining Goal 5 Protections

Negative Energy Consequences

- Maintaining the *Goal 5* protections for the subject wetland the subject vegetated corridor could result in a motor vehicle crashing through the existing deteriorated guardrail and going into Summer Creek and/or a motor vehicle sliding down the north creek bank into Summer Creek, should the driveway at 11740 SW 121st Avenue collapse. In either instance, this would result in heavy machinery, powered by an internal combustion engine(s), being dispatched to retrieve the motor vehicle from the creek. Such an operation would likely require the temporary closure of the SW 121st Avenue Bridge, which would impact motorist who use the bridge and could lead to more vehicle miles travelled (VMT).

Positive Energy Consequences

- If the existing *Goal 5* protections are maintained, there will be no temporary construction related impacts to vehicular travel on the SW 121st Bridge. This could mean that motorists will not increase their respective VMT when the bridge is restricted to one travel lane (it is currently two) during work hours.

Scenario 2: Removing Goal 5 Protections

Negative Energy Consequences

- In the short-term, removing the *Goal 5* protections for the subject wetlands and vegetated corridor, which would allow for the bridge and bank stabilization, wetland and vegetated corridor enhancement to occur, would result in temporary construction related impacts. The SW 121st Bridge would be restricted to one travel lane (it is currently two) during work hours. This would impact motorists who use the bridge and could lead to more VMT.

Positive Energy Consequences

- Removing the *Goal 5* protections for the subject wetland and the subject vegetated corridor would allow for the guardrail on the northbound lane of the SW 121st Avenue Bridge to be secured/replaced and for strengthened footers to be installed. It would also allow for the north creek bank to be stabilized and the broken stormwater outfall to be replaced, which would better protect the driveway at 11740 SW 121st Avenue. These actions would result in motorists being better protected in the event of a crash and would likely prevent vehicles from entering Summer Creek in the event of a crash (or driveway collapse), which eliminates the need for heavy machinery, powered by an internal combustion engine(s), to remove vehicles from the creek.

ENERGY – CONCLUSION

The positive and negative economic impacts associated with both scenarios were analyzed above. In *Scenario 1: Maintaining Goal 5 Protections*, 1 negative consequences and 1 positive consequence were identified. In *Scenario 2: Removing Goal 5 Protections*, 1 negative consequence and 1 positive consequences were identified. In this instance, there was no quantitative difference in outcomes, the qualitative differences (e.g. vehicle entering Summer Creek in the event of a crash or driveway collapse) favor removing *Goal 5* protections. **On balance, *Scenario 2: Removing Goal 5 Protections* resulted in better energy outcomes**

ESEE ANALYSIS SUMMARY

This ESEE analysis found that, in this instance, the removal of the *Goal 5* protections for the for the 0.010 acres of wetlands on the south side of Summer Creek and the 0.020 acres of vegetated corridor from the north side of Summer Creek is warranted because of the positive economic, social, environmental, and energy outcomes of allowing the bridge and bank stabilization work to occur significantly outweigh the risks and consequence of not allowing the bridge and bank stabilization work to occur both quantitatively and qualitatively.

THIS ESEE STEP IS MET.

4.4 Develop a Program to Achieve Goal 5 (OAR §660-023-0040.5)

(5) Develop a program to achieve Goal 5. Local governments shall determine whether to allow, limit, or prohibit identified conflicting uses for significant resource sites. This decision shall be based upon and supported by the ESEE analysis. A decision to prohibit or limit conflicting uses protects a resource site. A decision to allow some or all conflicting uses for a particular site may also be consistent with Goal 5, provided it is supported by the ESEE analysis. One of the following determinations shall be reached with regard to conflicting uses for a significant resource site:

(a) A local government may decide that a significant resource site is of such importance compared to the conflicting uses, and the ESEE consequences of allowing the conflicting uses are so detrimental to the resource, that the conflicting uses should be prohibited.

(b) A local government may decide that both the resource site and the conflicting uses are important compared to each other, and, based on the ESEE analysis, the conflicting uses should be allowed in a limited way that protects the resource site to a desired extent.

(c) A local government may decide that the conflicting use should be allowed fully, notwithstanding the possible impacts on the resource site. The ESEE analysis must demonstrate that the conflicting use is of sufficient importance relative to the resource site, and must indicate why measures to protect the resource to some extent should not be provided, as per subsection (b) of this section.

RESPONSE

The applicant carefully considered the proposed work through the completion of the ESEE analysis. Any time protections are permanently removed from wetlands and/or vegetated corridor it should create a moment of pause. In this instance, the applicant – the City of Tigard Department of Public Work Engineering Division – efforted to design the project in a way that resulted in the minimal amount of protections being removed (0.010 acres/445.95 Sq. Ft. and 0.020 acres/884.49 Sq. Ft., respectively), while ensuring the bridge and bank stabilization work could still successfully occur and the environmental enhancement work could be maximized.

In this instance, impacts will be mitigated through the use of best practices promulgated by Clean Water Services (CWS), Oregon Department of State Lands (DSL), and the Oregon Department of Environmental Quality (DEQ). Once work is completed, the impacted wetland will be restored with native plant species, and the impacted vegetated corridor will be restored with native plants, shrubs, and trees. In simple terms, the subject wetland and the subject vegetated corridor will be left better than they were found because of this project.

In conclusion, after careful consideration, the applicant respectfully proposes that the City of Tigard allow for the *conflicting use*, in accordance with *OAR §660-023-0040.5.C* (listed above).

AIS-6257 **7.**

Business Meeting

Meeting Date: 09/08/2026

Length (in minutes): 15 Minutes

Agenda Title: Photo Enforcement Program Update

Authored By: Katie Cook-Popenuk

Presented By: Lieutenant Clarson and Sergeant Doughty

Item Type: Update, Discussion, Direct Staff

Information

Explanation of Issue

The Police Department will provide City Council with a programmatic update to the City's photo traffic enforcement program.

Action Requested

The update is to provide information and no action is requested of Council.

Background Information

Dates of Previous and Potential Future Considerations

- August 2010: At the direction of City Council, the Police Department presented an informational briefing about photo red light enforcement.
- June 2015: Council directed the Police Department (PD) to conduct a traffic study on the feasibility of implementing a photo red light program.
- August 2016: The traffic survey and staff report were submitted to Council for consideration. Council directed staff to determine the public's level of support.
- April 2017: Police provided the results of the survey to City Council along with a request to move forward with photo traffic enforcement.
- May 2017: Police reported to Council, and recommended implementation.
- July - August 2018: A full Request for Proposal (RFP) process was initiated, and the process identified a top vendor.
- September 18, 2018: City Council reviewed the implementation plan to begin using photo enforcement technology.
- September 25, 2018: City Council voted to award Photo Enforcement Systems and Related Services Contract to the top vendor.
- July 2020: Intersection speed program implementation.
- February 25, 2021: Photo Enforcement Financial update memo submitted to City Council.
- August 12, 2021: Photo Enforcement Financial update memo submitted to City Council.
- October 24, 2023: Staff provided City Council with a program overview.
- November 2023: Staff requested Council direction on the future of the photo traffic enforcement program.
- July 2024: City Council voted to award the photo enforcement systems & related services contract to the top vendor.
- August 2025: The new vendor was implemented.

Public Involvement
The Police Department led a robust public awareness campaign for the photo enforcement program in the 12 months leading up to the March 2020 implementation. Efforts included discussions and flyers at community events, social media posts, advertisements in local newspapers and magazines, interviews with news media, as well as a variety of other outreach methods.

The PD continues to highlight the program on a regular basis through a variety of channels, including the Chief's dashboard which is presented to City Council on a monthly basis, information provided to attendees during Community Academy sessions and other community events, the PD's annual reports, and updates to our traffic webpage and social media posts.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
Most importantly, the program supports traffic safety along Pacific Highway. The technology provides the Police Department with a safe and effective way to enforce traffic laws at three otherwise logistically difficult and busy intersections.

Photo enforcement of red light and speed infractions is also consistent with Safe Streets for All practices.

The original contract term was for five years and would have ended October 31, 2023. The City extended the contract by one year which expired on October 31, 2024. On March 24, 2024, an RFP was initiated to source a new photo enforcement vendor. The contract was awarded to American Traffic Solutions, Inc. dba Verra Mobility on July 23, 2024. The previous vendor provided final citation data in February 2025. Citation data between February and July was not collected until work began under the new contract on August 1, 2025.

Traffic Program and Photo Enforcement Updates as of August 2025
2024 was the last full year serviced by the previous vendor, Modaxo. Data collection during 2025 was challenging due to the vendor transition. Statistics and actual program comparison occurs between 2024 and 2026.

Red Light Intersections: March 2020 - July 2026

		2026 YTD	2025*	2024	2023	2022	2021	2020	Total
Durham Rd	Total	1,294	622/ 32	381	359	373	378	145	
	Issued	**981**	**481/ 28**	**313**	**235**	**297**	**316**	**114**	**2,765**
Hall Blvd	Total	3,490	2,012/ 378	3,178	3,397	4,056	3,550	1,677	
	Issued	**2,648**	**1,603/ 283**	**2,450**	**2,648**	**3,497**	**3,169**	**1,483**	**17,781**
72nd Ave	Total	1,277	790/ 68	1,215	1,490	1,337	1,491	1,108	
	Issued	**986**	**648/ 47**	**816**	**1,007**	**1,112**	**1,203**	**898**	**6,022**

* 2025 data: Verra Mobility/ Modaxo

Summary of Red Light Camera Activity (2024 vs. 2026 Forecast)

- SW Pacific Hwy @ Durham Rd: Violations are projected to increase dramatically from 381 in 2024 to 2,073 in 2026, an estimated increase of 1,692 violations (about 444%).
- SW Pacific Hwy @ Hall Blvd: Forecasted 2026 violations are expected to reach 5,583, up from 3,178 in 2024. This reflects an estimated increase of 2,405 violations (about 76%).
- SW Pacific Hwy @ 72nd Ave: Violations are expected to rise from 1,215 in 2024 to 2,042 in 2026, an estimated increase of 827 violations (about 68%).

Speed Intersections: July 2020 - July 2026

		2026 YTD	2025*	2024	2023	2022	2021	2020	Total
Hall Blvd	Total	578	976/ 346	1,554	1,553	3,149	2,172	1,828	
	Issued	**447**	**770/ 249**	**1,111**	**1,248**	**2,694**	**1,969**	**1,634**	**9,103**
72nd Ave	Total	9,597	6,134/ 2,301	6,601	7,300	10,203	15,301	10,824	
	Issued	**7,604**	**5,054/ 1,745**	**4,981**	**5,819**	**8,907**	**13,761**	**9,670**	**57,541**

* 2025 data: Verra Mobility/ Modaxo

The city does not capture speed violations at the SW Pacific HWY @ Durham RD intersection.

Summary of Speed Camera Activity (2024 vs. 2026 Forecast)

- SW Pacific Hwy @ Hall Blvd: Violations are projected to decrease from 1,554 in 2024 to 925 in 2026, a reduction of 629 violations (about -40%). Staff speculate this decline may be related to increased traffic congestion in the area.
- SW Pacific Hwy @ 72nd Ave: Violations are expected to rise significantly from 6,601 in 2024 to 15,355 in 2026, an increase of 5,758 violations (about 60%).

Potential Violations and Issued Citations

The department is experiencing a significant increase in staff time devoted to reviewing photo enforcement violations and attending related court trials. This additional workload pulls Police Officers away from patrol, reducing their availability for emergency response and potentially contributing to longer response times.

In 2024, the department reviewed 12,929 potential photo enforcement violations. For 2026, potential violations are forecasted to reach approximately 25,979, an increase of 13,050 events (about 101%).

Similarly, photo enforcement citations issued are rising sharply. In 2024, the department issued 9,671 citations. In 2026, citations are projected to reach approximately 20,267, an increase of about 110%, assuming current performance trends continue.

Alternatives & Recommendation

Informational overview only. No decision points required currently.

2025 ODOT crash data reports reduction in Tigard traffic crashes and supports continuation of the photo enforcement program. To adjust Police Officers back to patrol full-time, the department recommends an increase in funding to add three 0.50 part-time Traffic Agent positions to assume these duties.

Department staff recommend considering programmatic expansion including future camera locations to continue to help reduce traffic crashes across the city.

Additional Resources

Additional programmatic information about photo traffic enforcement may be found on the Police Department webpages dedicated to traffic safety: Photo Traffic Enforcement - City Website

Statistical information about the program is reported regularly in the Chief's monthly dashboards which are available to the public after they are presented to City Council: Police Transparency - City Website

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Attachments

Presentation

Photo Traffic Enforcement - City Website

Police Transparency - City Website

Photo Traffic Enforcement Program Update

September 8, 2026

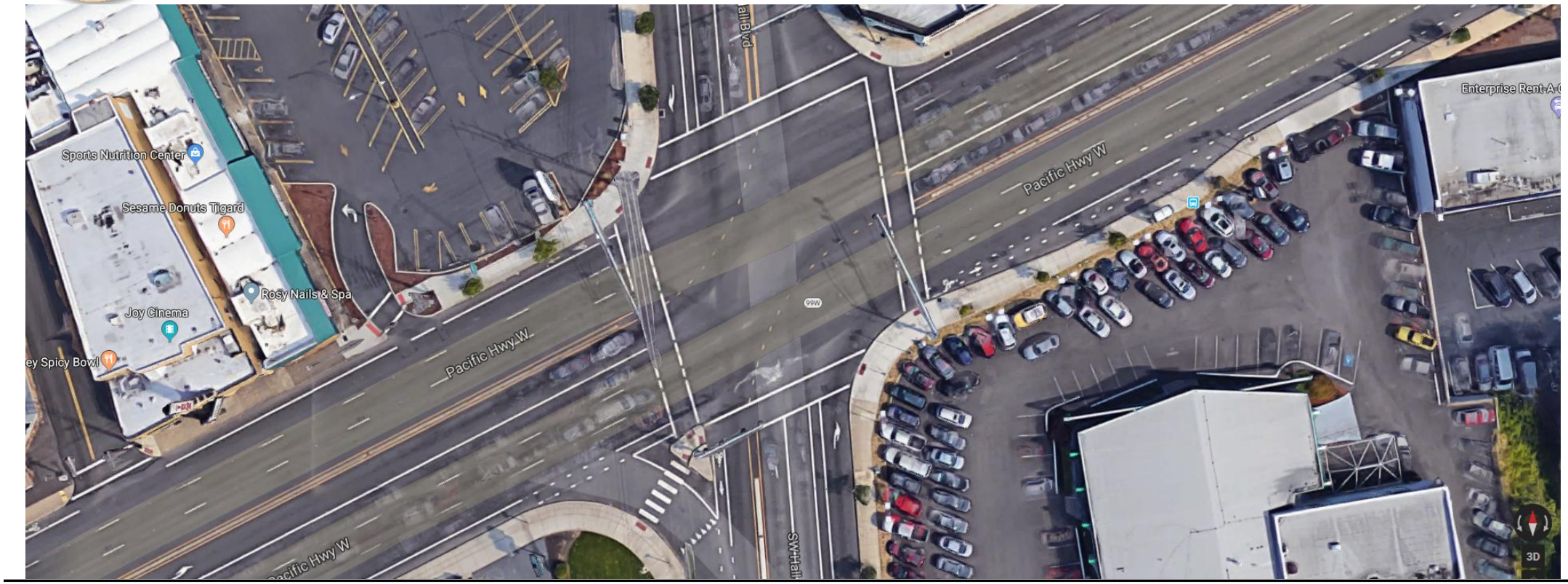
To protect and serve all who live, play and work in Tigard.

Photo Traffic Enforcement Program Update

Summary of Findings:

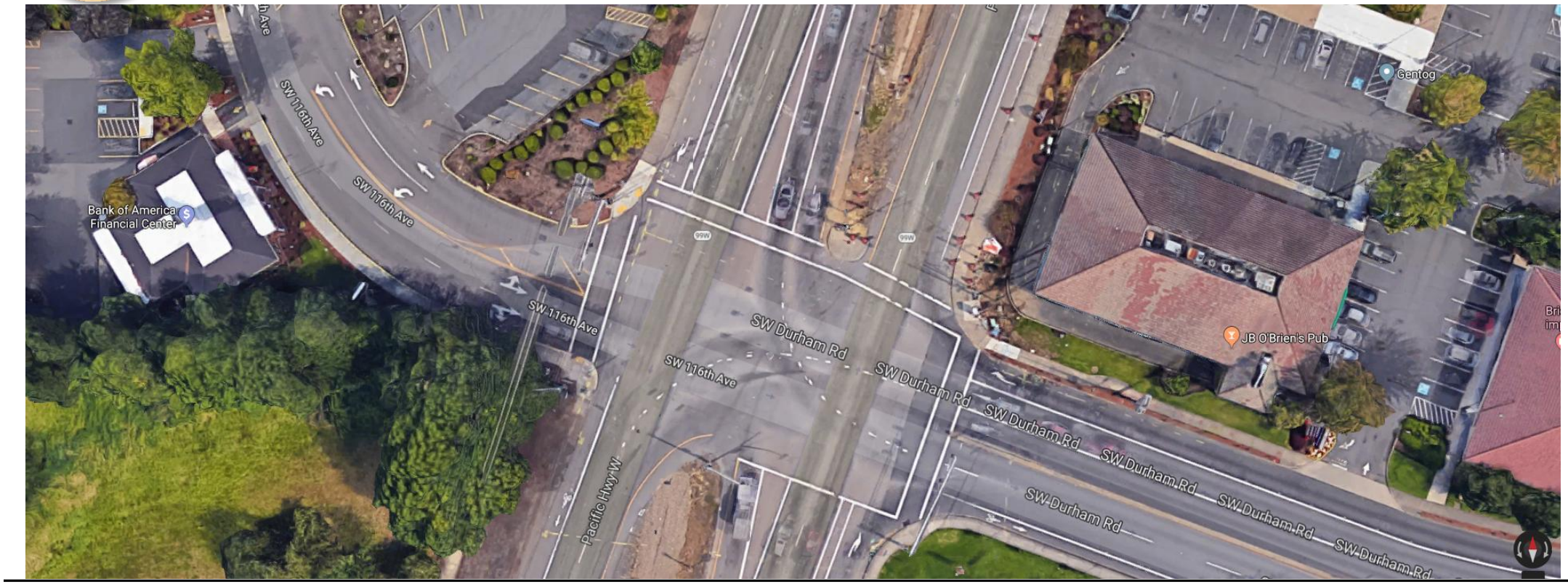
- The program is working effectively to reduce crashes.
- The volume of violations is high.
- Review is currently being done by sworn police officers.
- Their time could be more effectively used responding to calls.
- Consider creating 3 half-time non-sworn Traffic Agent positions to manage workload in the next fiscal year.

SW Pacific HWY @ Hall BLVD



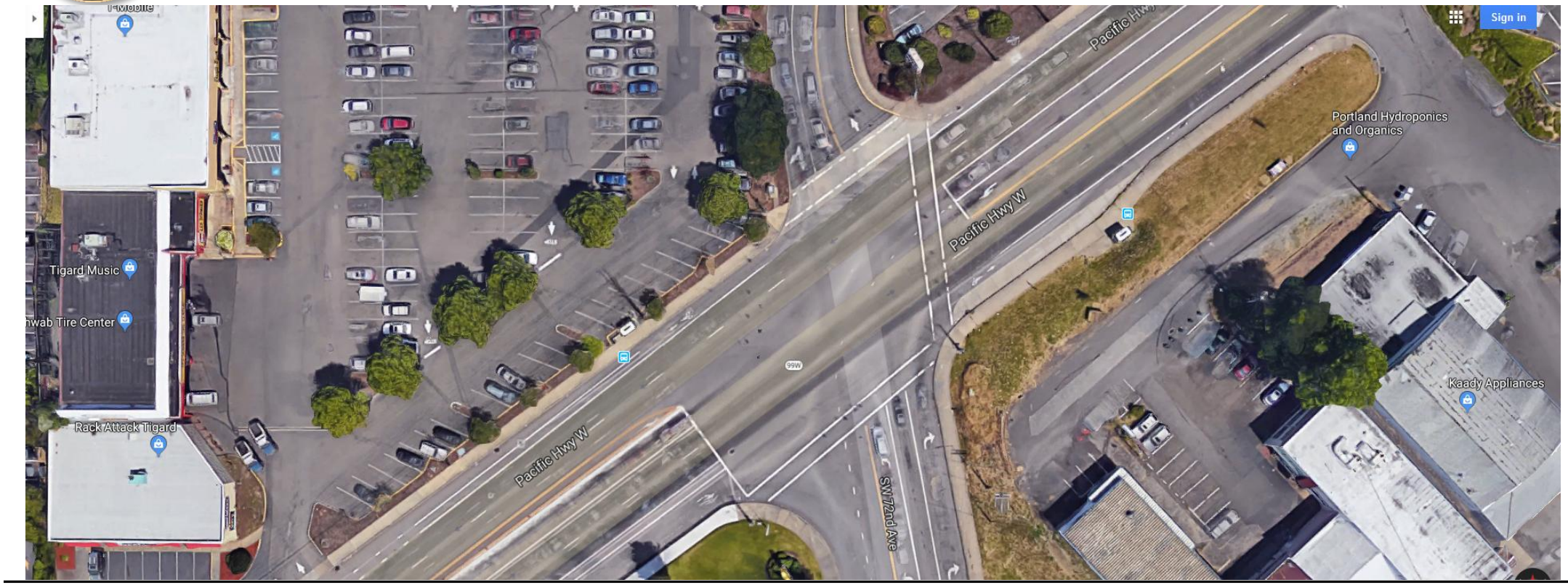
To protect and serve all who live, play and work in Tigard.

SW Pacific HWY @ Durham RD



To protect and serve all who live, play and work in Tigard.

SW Pacific HWY @ 72nd AVE

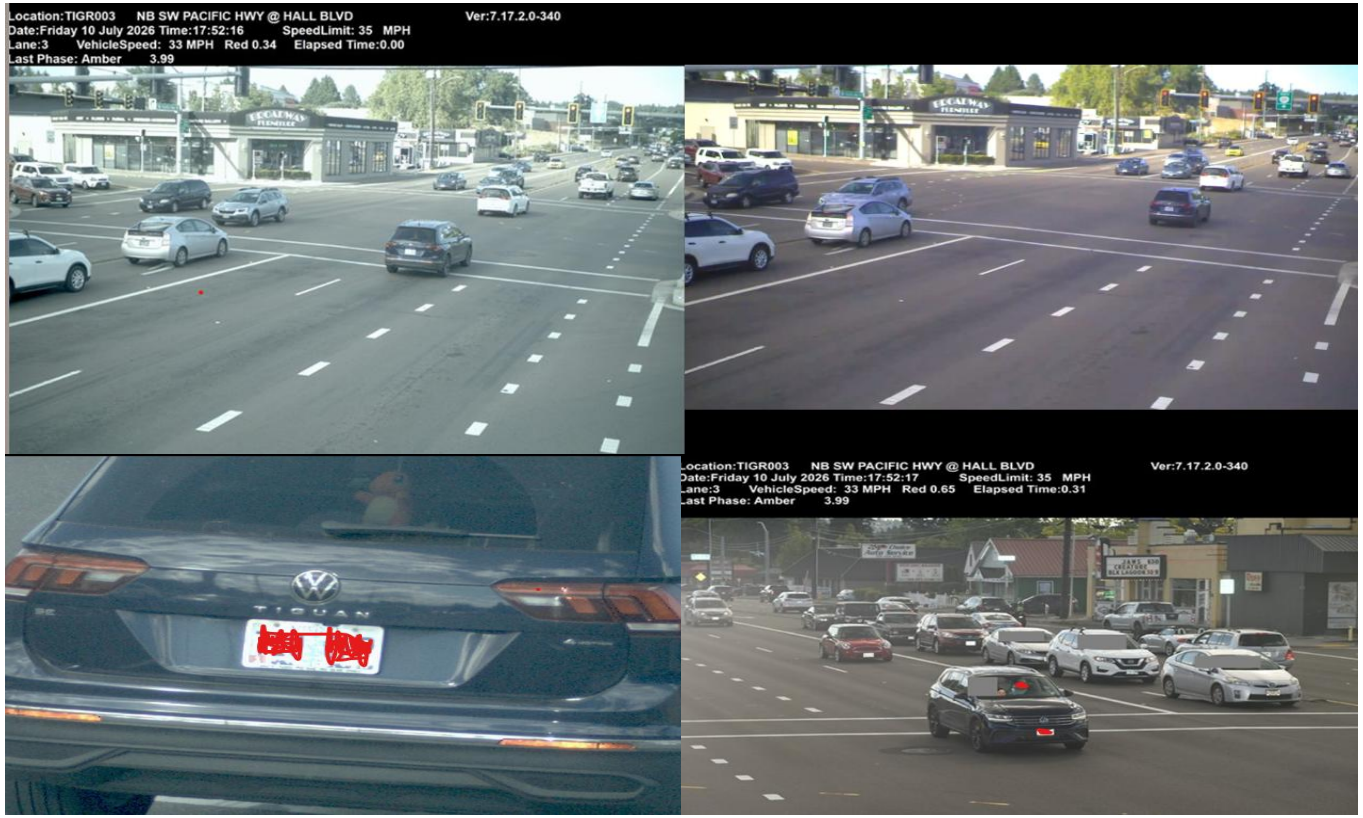


To protect and serve all who live, play and work in Tigard.

Current Operations: How Enforcement Happens

- Violation Detected (applying rules set by ORS)
- Data reviewed by vendor (photos and brief video clip)
- Verification of DMV information and image clarity
- Forwarded to PD for review
  - Police Officer reviews data for citation approval
- Vendor prints and mails approved citations with video/photo link
- Vendor forwards the citation package electronically to municipal court
- Police Officer attends court for trials sometimes twice/week

Potential Violation Examples



System Operation Example



Red Light Intersections: March 2020 – July 2026

		2026 YTD	2025*	2024	2023	2022	2021	2020	Total
Durham Rd	Total	1,294	622/ 32	381	359	373	378	145	
	Issued	**981**	**481/ 28**	**313**	**235**	**297**	**316**	**114**	**2,765**
Hall Blvd	Total	3,490	2,012/ 378	3,178	3,397	4,056	3,550	1,677	
	Issued	**2,648**	**1,603/ 283**	**2,450**	**2,648**	**3,497**	**3,169**	**1,483**	**17,781**
72nd Ave	Total	1,277	790/ 68	1,215	1,490	1,337	1,491	1,108	
	Issued	**986**	**648/ 47**	**816**	**1,007**	**1,112**	**1,203**	**898**	**6,022**

Speed Intersections: July 2020 – July 2026

		2026 YTD	2025*	2024	2023	2022	2021	2020	Total
Hall Blvd	Total	578	976/ 346	1,554	1,553	3,149	2,172	1,828	
	Issued	**447**	**770/ 249**	**1,111**	**1,248**	**2,694**	**1,969**	**1,634**	**9,103**
72nd Ave	Total	9,597	6,134/ 2,301	6,601	7,300	10,203	15,301	10,824	
	Issued	**7,604**	**5,054/ 1,745**	**4,981**	**5,819**	**8,907**	**13,761**	**9,670**	**57,541**

Example of Near Collision



National and International Studies and Data

U.S. Department of Transportation

- 54% reduction in all crash types and 48% reduction in injury crashes

National Highway Transportation Safety Administration (NHTSA)

- Red light cameras do not cause crashes
- Research showed reduction (20% to 25%) in dangerous crashes such as near head-on and side-impact crashes against a potential for an increase (15%) in lower impact rear-end collisions

Insurance Institute for Highway Safety (IIHS)

- Research showed 13% - 29% reduction in all types of crashes and 24% reduction in injury side-impact crashes.

Photo Enforcement impacts on Tigard Crash Data

Crash Statistics Reported by ODOT

Street 1	Street 2	2016 – 2019	2020 – 2025
Pacific HWY	Hall BLVD	90 (22.5)	55 (9.2)
Pacific HWY	72nd AVE	41 (10.25)	34 (5.7)
Pacific HWY	Durham RD	27 (6.75)	24 (4)

* (Yearly Average)

Overall, we are seeing a reduction in traffic crashes of 48% since the implementation of the photo enforcement program.

Future Recommendations

- Support current operations by adding three part-time Traffic Agent positions for citation approval and court appearances.
  - These are non-sworn positions that would allow Police Officers who are currently reviewing violations to focus on emergencies and other calls for service.
- Consider programmatic expansion for future camera locations as necessary to further reduce crashes across the city.

CONTACT TIGARD POLICE

Questions about photo enforcement? Visit our FAQ page.

If you still have questions, email us!

Photo Traffic Enforcement

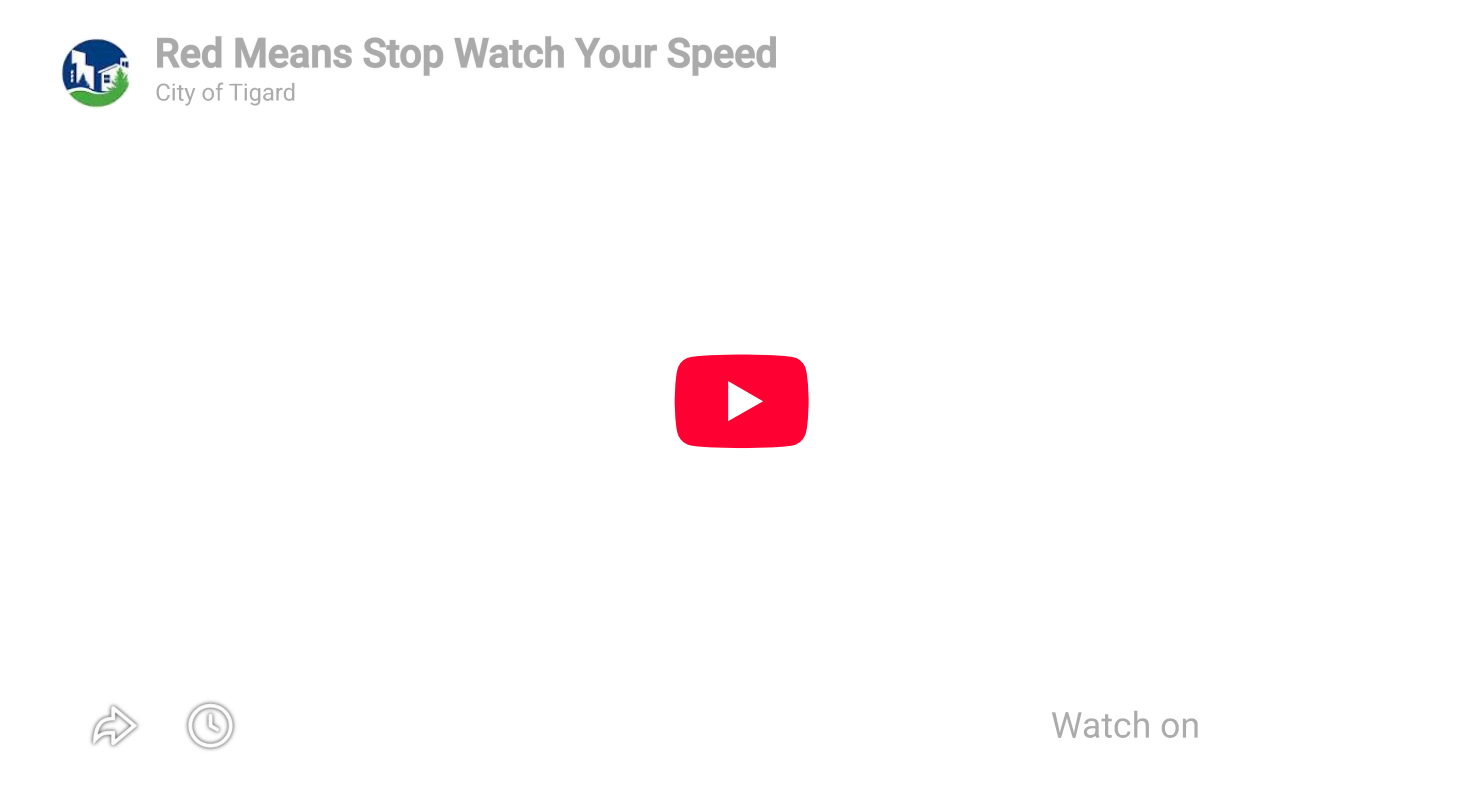




Photo Traffic Enforcement FAQ

See the answers to some of the most frequently asked questions about photo traffic enforcement here.

Traffic safety is a key priority for the City of Tigard. To help balance a growing population, chronic safety concerns and limited staffing, the city implemented a photo traffic enforcement program in 2020 at three intersections:

- SW Pacific Highway (99W) and 72nd Avenue
- SW Pacific Highway (99W) and Hall Boulevard
- SW Pacific Highway (99W) and Durham Road

The City of Tigard considered a number of criteria, including crash and violation data in selecting these intersections. The photo traffic enforcement equipment captures red-light violations at all three intersections. It also captures speed violations at 72nd Avenue and Hall Boulevard.

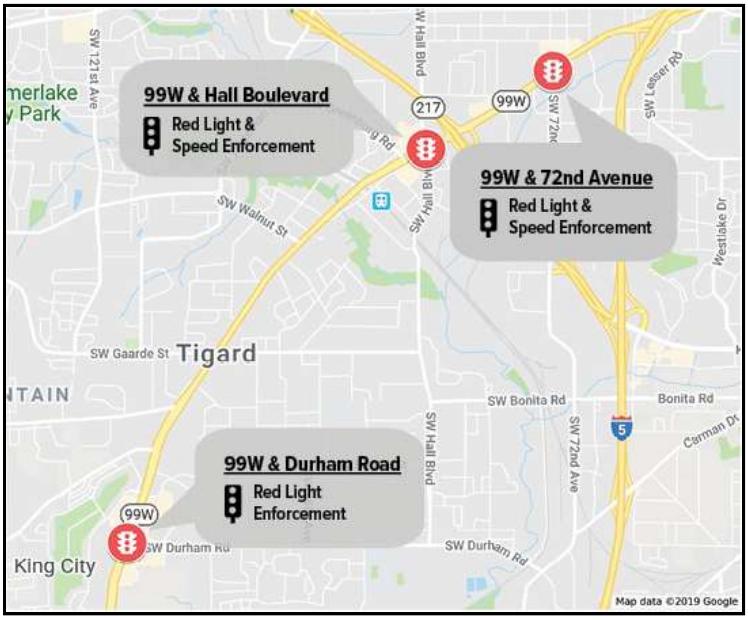
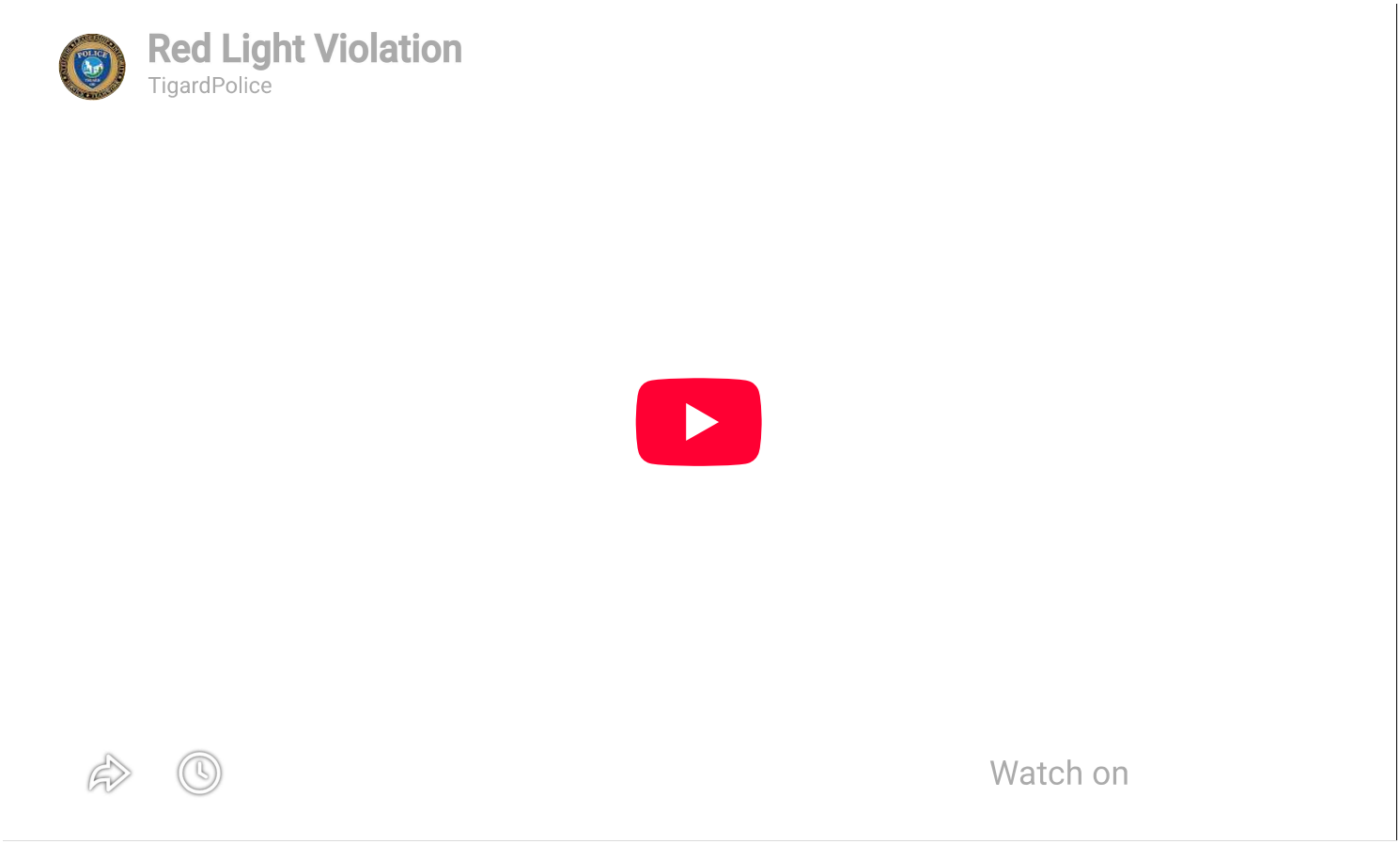


Photo traffic enforcement generates high-resolution photos and videos of a violation. After an initial review by a vendor technician, Tigard Police officers are required to personally review all potential citations to confirm that an actual violation occurred.

Citations mailed to drivers will include photos and a link to video footage for the recipient to review.

Photo Traffic Enforcement is a safety program focused on changing driver behavior at red light intersections through a comprehensive approach involving engineering, education and enforcement. Neighboring cities that have been using photo traffic enforcement technology at intersections have seen a decline in red light violations and injury crashes.

Our system has already caught several close calls. When you're behind the wheel, please remember to put away your phone and other distractions and focus on the road.



What does a ticket cost and where does the money go? +

How were these intersections selected? +

Photo Traffic Enforcement: Additional Resources +

Photo Traffic Enforcement Timeline: 2010 - 2020 Launch +



Police Transparency & Data

Welcome! It’s our goal for the Tigard Police Transparency Page to be a "one stop shop" where you’ll find a wealth of information relating to policing in Tigard.

This page is where you'll find police-department specific data, policies, our values and vision, messages from our department, actions we are taking and steps we plan to take in the future.

We hope you will find this to be a valuable resource. Please check back often as we continue to update the content on this page. If you have any questions or would like to see something added, please email us.

Tigard Police Strategic Dashboards

The Tigard Police Strategic Dashboard is updated every month and includes crime trends, response times, budget and staffing information and much more. The Police Chief presents this dashboard to Tigard City Council on a regular basis.

2026 Strategic Dashboards:

2025 Tigard Police Strategic Dashboards +

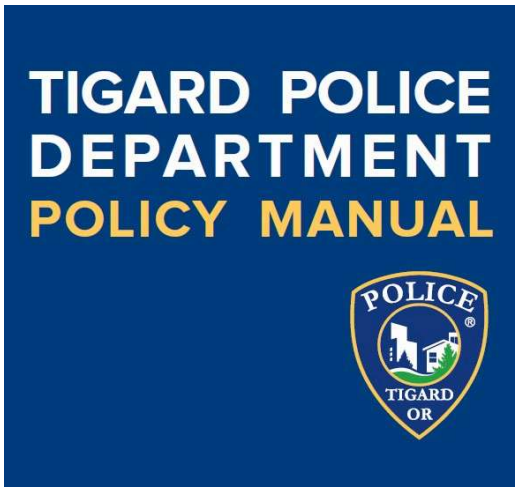
2024 Tigard Police Strategic Dashboards +

2023 Tigard Police Strategic Dashboards +

2022 Tigard Police Strategic Dashboards +

2021 Tigard Police Strategic Dashboards +

2020 Tigard Police Strategic Dashboards +



Tigard Police Policy Manual

What are the policies surrounding our day-to-day operations, force response and more? The entire 700+ page Tigard Police Policy Manual is available here.

VIEW IT NOW

Feedback from people who call 911 or non-emergency in Tigard

The Tigard Police Department began using the My90 community feedback tool in September 2023 to receive valuable feedback from people who call 911 or non-emergency. Through this program, an optional text-message survey goes out 1-3 days after a person calls police with a series of short questions, including whether they were treated with respect, whether they got the help they needed and how they view the department based on their interaction.

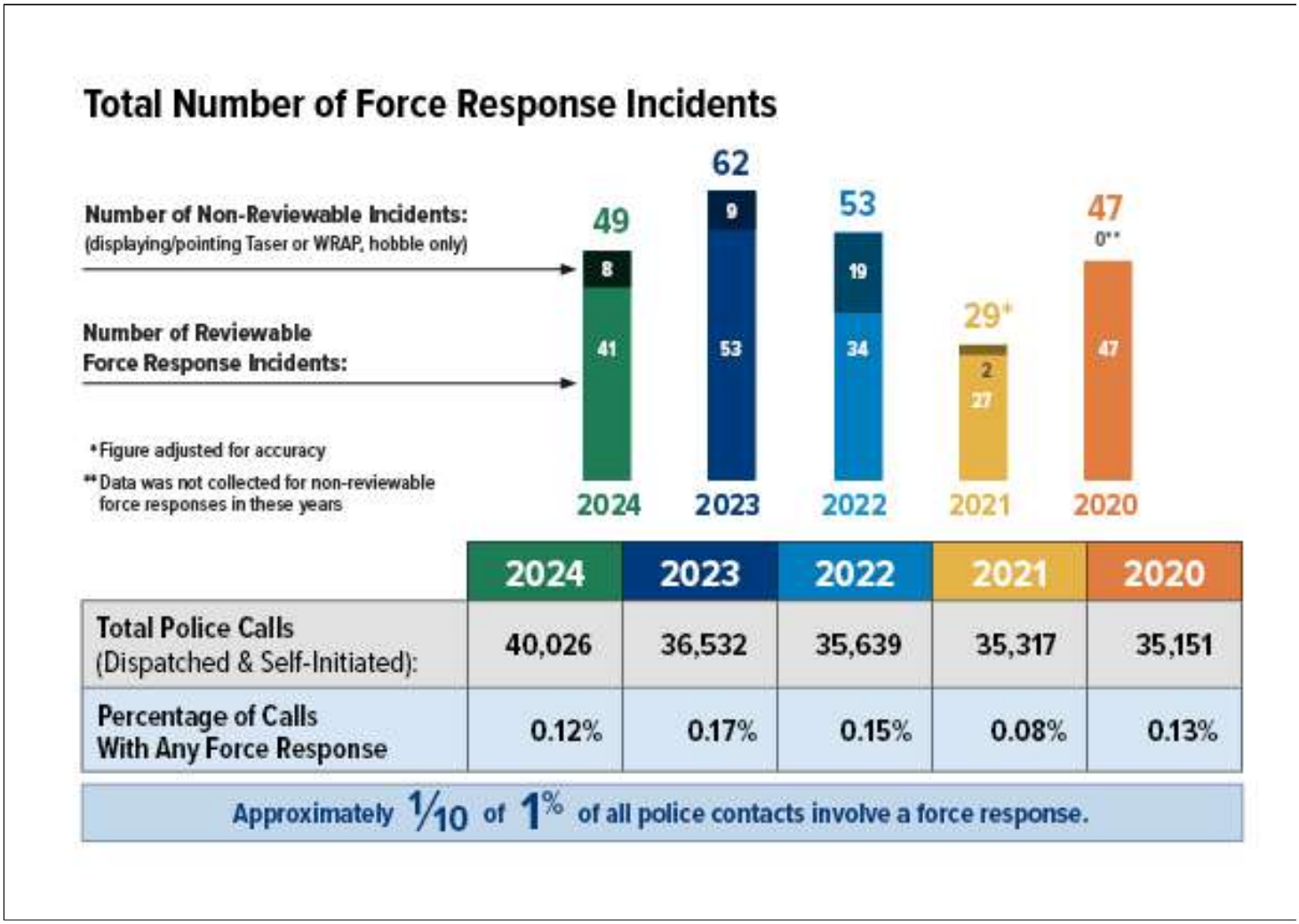
The results of these surveys is updated every day and is available for the public to review below.

View Live Feedback from My90 +

Force Response Statistics

On average, roughly 1/10 of 1% of all police calls in Tigard require a force response.

In 2024, Tigard Police officers responded to 40,026 calls. Of those, force was only used in 0.12% of those calls.



	2024	2023	2022	2021	2020
Total Police Calls (Dispatched & Self-Initiated):	40,026	36,532	35,639	35,317	35,151
Percentage of Calls With Any Force Response	0.12%	0.17%	0.15%	0.08%	0.13%

Approximately 1/10 of 1% of all police contacts involve a force response.

The Tigard Police Department takes every force response seriously, no matter how minor. The term ‘force response’ is more accurate than ‘use of force’ because officers respond to the person they are contacting, the choices that person makes and/or the environment they are in when force is utilized.

While people often think of a police force response as a major event involving bodily injury, the truth is that is rarely the case. There are many types of force response that cause no injury at all. These include using a cloth restraining device called a WRAP to restrict the mobility – but not the breathing – of a combative person for their own safety and/or the safety of the community members and officers around them. Another situation that would be considered a force response is if an officer displays or points a Taser at a person, but never actually uses it. Both of these examples are considered ‘non-reviewable’ incidents, meaning a supervisory review is not necessary.

Other types of force response that would be reviewed by a supervisor include taking a person to the ground to safely make an arrest, using physical strike(s), pepper spray, a Taser, K-9 bite, utilizing a 40mm less lethal foam round, pointing a firearm at a person or discharging a firearm.

Per department policy (300.5 Reporting the Use of Force), each individual officer who employs a force response is required to notify a supervisor as soon as practicable, make an entry into a force review database to track the incident, and document their justification for the force used. A supervisor will respond to the scene to conduct a factfinding investigation and later reviews the case to determine whether the force response was appropriate and within department policy.



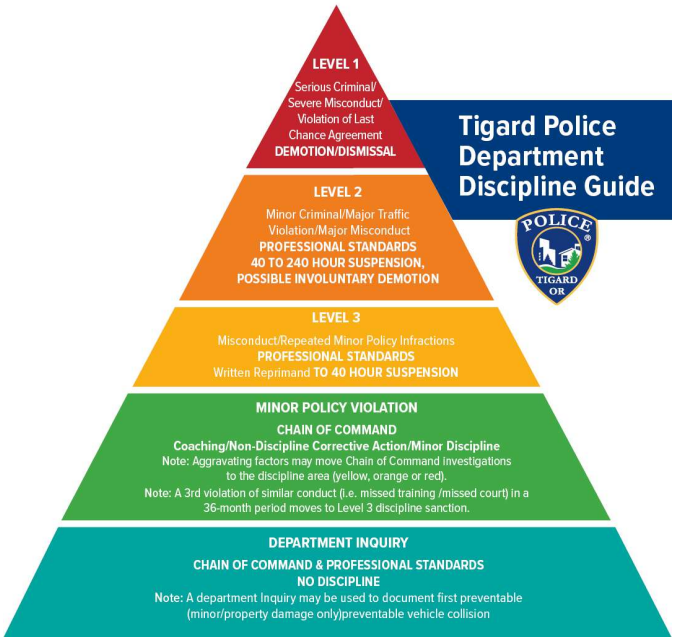
COMMENDATIONS & COMPLAINTS

Make a commendation or complaint regarding any member of the Tigard Police Department. All submissions are thoroughly reviewed.

MAKE A COMMENDATION OR COMPLAINT

Professional Standards & Tigard Police Discipline Matrix

Our Professional Standards Lieutenant ensures that department members are held to the highest standards of accountability and integrity, in accordance with department policy as well as state and federal law. This person handles all internal affairs investigations, reviews all complaints and commendations, reviews all force response incidents, evaluates Statistical Transparency of Policing (STOP) data and evaluates areas for future training.



We hold ourselves to the highest standards and we know the Tigard community does, too. That's why when it comes to complaints and internal affairs investigations, the Tigard Police Department follows a 5-tier discipline matrix. Depending on the severity of the situation, consequences could range from no discipline and/or coaching, up to suspension, demotion or termination.

Click here to see the full discipline matrix.

To see the most recent data, please review the Professional Standards page in our most recent Annual Report.

State of Oregon STOP Reports

The Tigard Police Department provides data about officer-initiated traffic and pedestrian stops to the Oregon Criminal Justice Commission, as required by the State of Oregon. This data is published in a yearly Statistical Transparency of Policing (STOP) report and can be compared with other law enforcement agencies in the links below.

Please note, because this is an annual report, data from the last few months may not be available yet.

AIS-6256 **8.**

Business Meeting

Meeting Date: 09/08/2026

Length (in minutes): 15 Minutes

Agenda Title: Photo Enforcement Program Financial Update

Authored By: Eric Kang

Presented By: Finance Director Kang

Item Type: Update, Discussion, Direct Staff

Information

Explanation of Issue

The Finance Department will provide City Council with a financial update on the City's photo traffic enforcement program.

Action Requested

The update is to provide information and no action is requested of Council.

Background Information

Dates of Previous and Potential Future Considerations

The timeline of dates can be found in the agenda item prior to this item, Agenda Item #7 (Photo Enforcement Program Update).

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

The main objective of the photo enforcement system in Tigard is to improve traffic safety along Pacific Highway. The technology provides the Police Department with a safe and effective way to enforce traffic laws at three otherwise logistically difficult and busy intersections.

Photo enforcement of red light and speed infractions is also consistent with Safe Streets for All practices.

The program continues to carry a negative fund balance but is now trending as a financially self-sustaining program.

Alternatives & Recommendation

Informational update only. No decisions are requested at this time.

Additional Resources

N/A

Attachments

Presentation

FY 2025-26 Financial Update

Photo Enforcement Program

September 8, 2026

EXECUTIVE SUMMARY

Bottom line: near break-even, but still carrying a deficit

FY26 operations improved sharply after the August 2025 vendor transition, but the accumulated program fund balance remains negative.

$1.60M	$1.59M	+$11K	($715K)
FY26 program revenue	FY26 direct expenditures	FY26 annual operating result	FY26 ending fund balance



Jul 2025

Prior vendor performance declined

steady revenue erosion

Aug

New radar vendor launched

August 2025

Sep-Dec

Collections accelerated

financial ramp visible in September

Jan-Jun

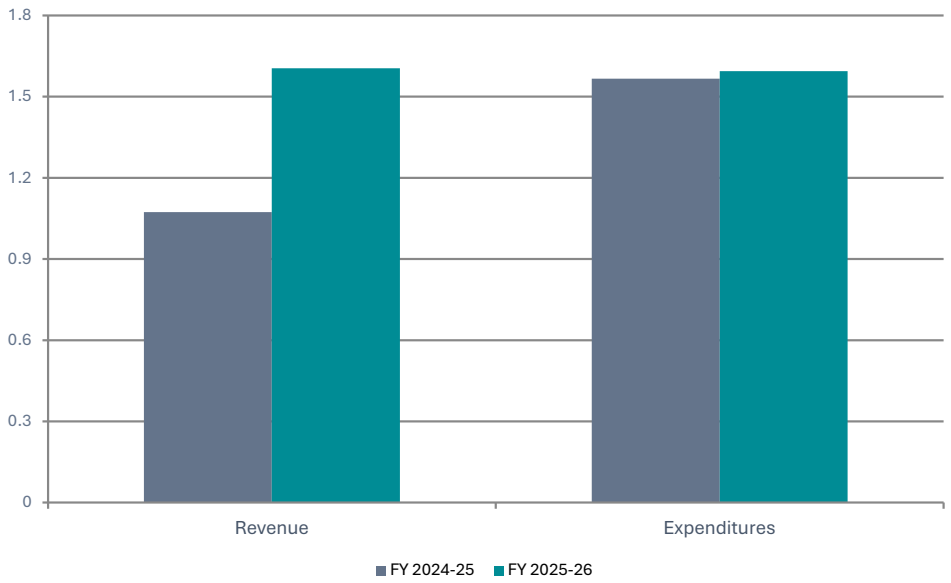
Positive run-rate

Jan-Jun surplus of +$376K

YEAR-OVER-YEAR COMPARISON

FY26 improved the annual result by roughly $503K

Revenue increased materially while direct expenditures remained roughly flat year over year.



Annual operating result

FY25 **($492K)**

FY26 **+$11K**

Improvement of +$503K

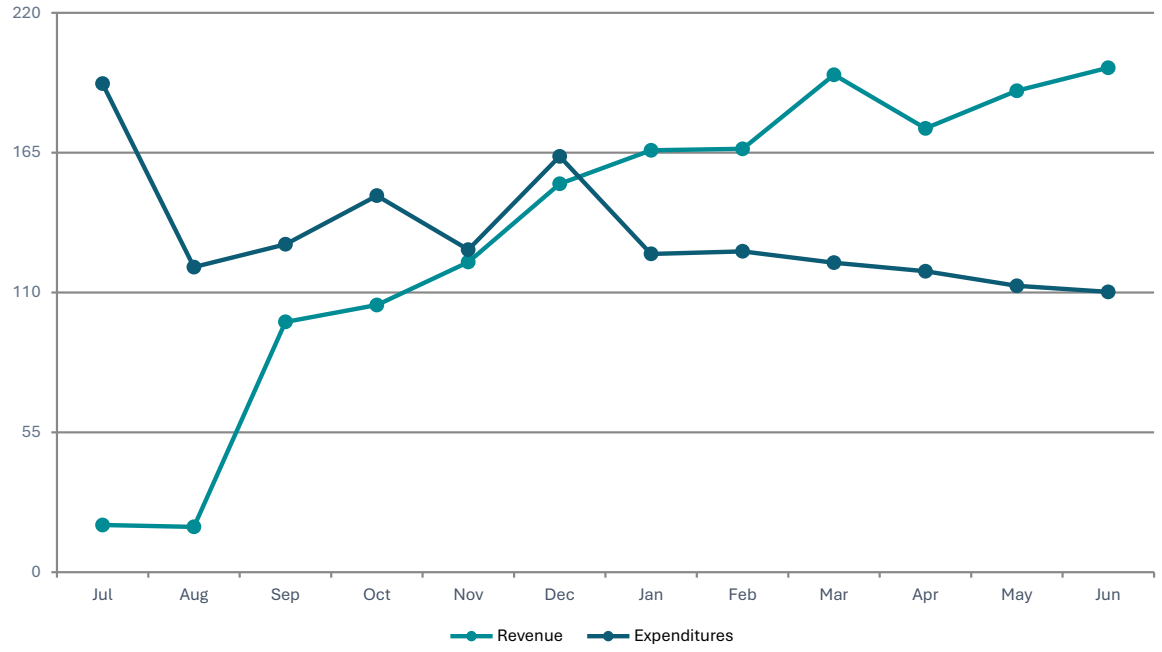
FY25 deficit to modest FY26 surplus

Financial takeaway: +49% revenue growth against +2% direct expenditure growth moved the program back to near break-even.

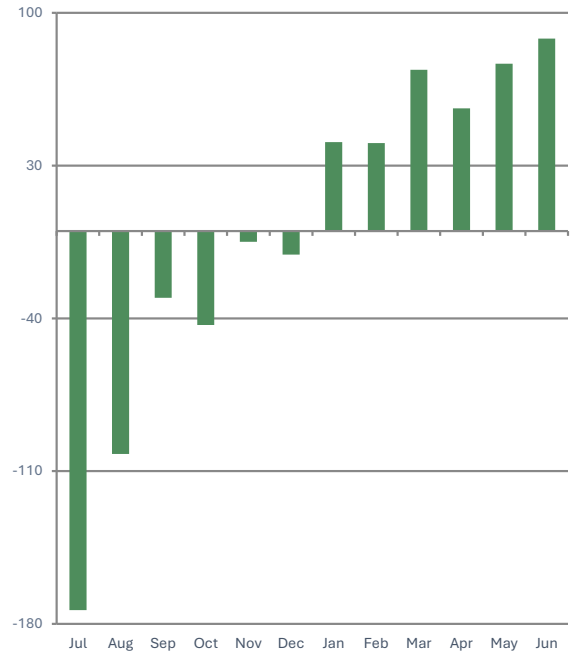
FY26 TREND

Monthly results turned positive in January and stayed positive

Revenue and direct expenditures by month



Monthly net result



New vendor began operations in August 2025

Collections ramp visible beginning in September

Positive monthly results Jan-Jun

REVENUE AND COST MIX

FY26 dollars: where revenue came from and where costs went

FY26 revenue mix



Photo Red Light	$679K (42%)
Photo Speed	$785K (49%)
Bond Conversion	$141K (9%)

$1.60M
Total revenue

+$531K
Change from FY25

FY26 direct cost mix



Police	$814K (51%)
Municipal Court	$710K (45%)
Other	$70K (4%)

$1.59M
Total direct costs

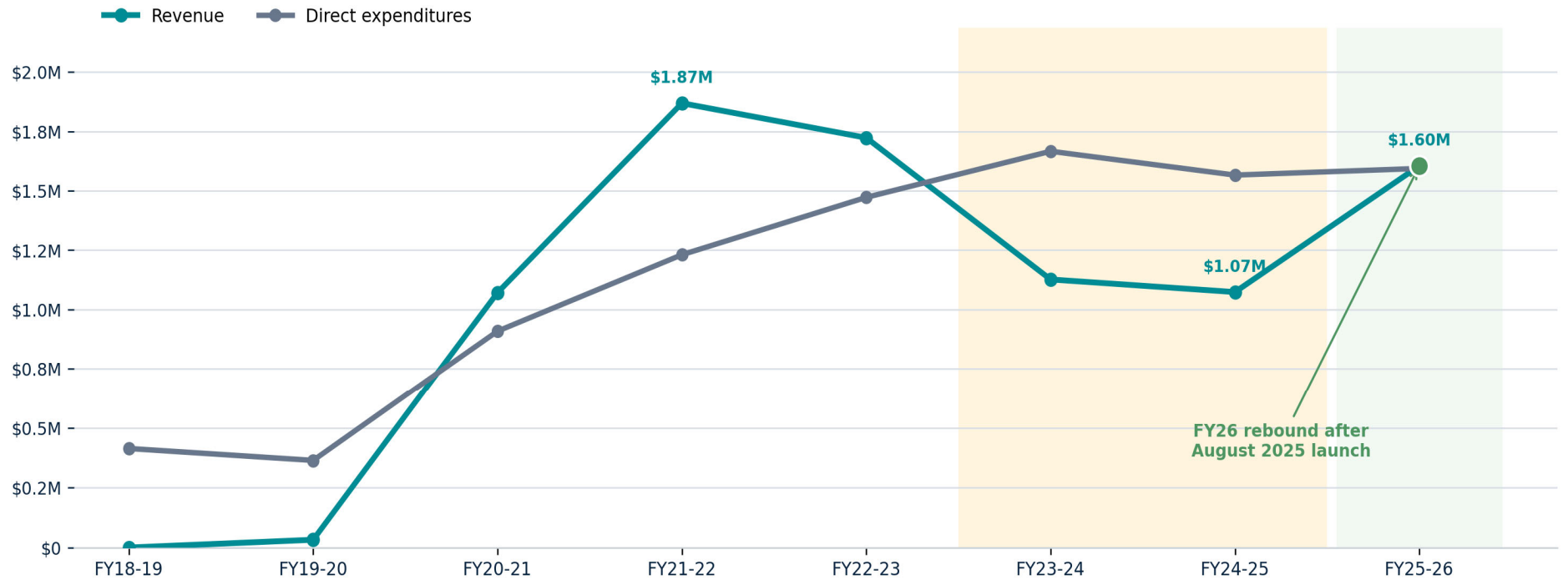
+$28K
Change from FY25

Reporting scope: direct program costs only; internal services are excluded under the documented methodology.

HISTORICAL TREND

Historical annual revenue and direct expenditures

Revenue peaked in FY21-22, declined through FY24-25, then rebounded in FY25-26 after the August 2025 vendor transition.

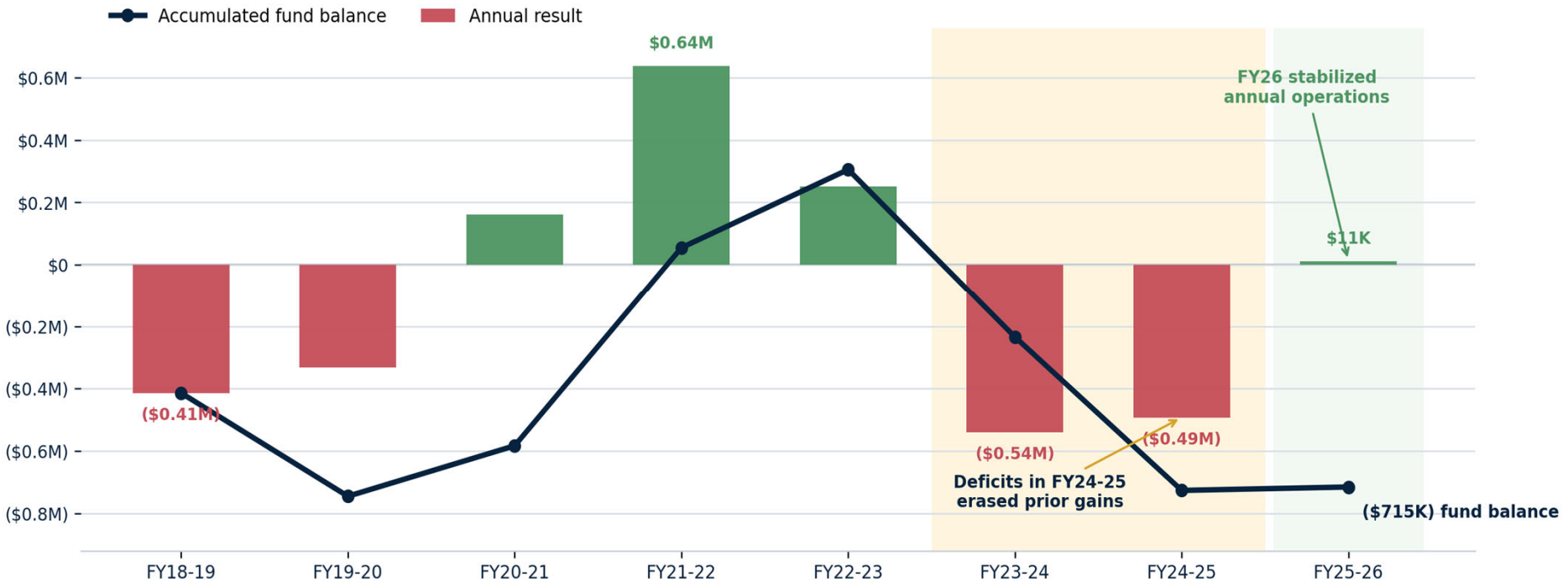


Key takeaway: FY26 revenue recovered meaningfully while direct expenditures remained relatively stable year over year.

HISTORICAL TREND

Historical annual result and accumulated fund balance

The annual result stabilized in FY25-26, but the program still carries the accumulated deficit created by prior-year shortfalls.



Key takeaway: FY26 stabilized annual operations; sustained future surpluses are needed to eliminate the historical deficit.

CLOSING

Council takeaways and staff follow-through

Takeaways

1 Operating performance improved

FY26 improved by about +$503K versus FY25, driven primarily by stronger revenue.

2 Current run-rate is positive

The program generated +$376K in surplus from January through June.

3 Legacy deficit remains

FY26 ended with an accumulated fund balance of ($715K).

AIS-6255 **9.**

Business Meeting

Meeting Date: 09/08/2026

Length (in minutes): 20 Minutes

Agenda Title: Public Hearing: Proposed Fee Resolution on Credit Card Fees

Authored By: Eric Kang

Presented By: Finance Director Kang

Item Type: Motion Requested
Resolution
Public Hearing

Information

Explanation of Issue

The City incurs merchant processing fees when customers make payments using credit and debit cards and certain other electronic payment methods. Current practices for recovering these costs are not consistent across City services and payment channels.

The FY 2026-27 Fees and Charges Schedule includes a credit card fee of 3% of the transaction, subject to a $1.95 minimum, and a $1.95 fee for e-check transactions. However, Utility Billing currently does not assess customers an additional charge based on payment method, and merchant processing costs are instead absorbed as a utility operating expense. Municipal Court also has different treatment depending on whether a payment is made in person or through the City's online payment provider.

The policy question for Council is whether the City should continue absorbing merchant processing costs, pass those costs through to customers using higher-cost payment methods, or use a hybrid approach that passes through credit card costs while maintaining no-fee payment alternatives.

Merchant processing fees currently cost the City approximately $600,000 annually, predominantly for utility payments. Staff estimates that passing through credit card processing fees while continuing to absorb the cost of e-check transactions could reduce City-paid merchant expenses by approximately $300,000 annually.

Under the City's current merchant services agreement, the City pays the underlying interchange and network costs associated with each transaction plus a fixed $0.75 transaction fee. Actual interchange costs vary based on card type and transaction characteristics. Under the proposed payer-paid service-fee model, customers choosing to pay by card would instead pay a fixed 2.95% service fee, and the City would receive the full amount owed.

For comparison, a customer paying a typical residential utility bill of $163.81 by card would pay approximately $4.83 under a 2.95% service fee. If the City absorbs the transaction using an illustrative 2.00% blended interchange cost plus the $0.75 transaction fee, the City's cost would be approximately $4.03 for that payment.

Passing credit card fees through to card users also addresses a ratepayer equity consideration. When merchant fees are absorbed as a utility operating expense, those costs are ultimately recovered from

the broader rate base, including customers who use lower-cost payment methods.

Passing through the fee more closely aligns the cost of the transaction with the customer choosing that payment method.

Action Requested

Council is asked to provide direction on how the City should recover merchant processing costs. Staff recommends a hybrid approach that passes credit card processing fees through to customers choosing to pay by card while maintaining no-fee payment alternatives, including e-check/ACH, cash, check, money order, and bank bill pay.

Background Information

Dates of Previous and Potential Future Considerations

- June 9, 2026: Staff first introduced the issue of credit card processing fees during Council consideration and adoption of the FY 2026-27 Fees and Charges Schedule. At that time, staff identified the City's existing merchant processing costs and the potential to evaluate whether those costs should continue to be absorbed by the City or passed through to customers.
- September 8, 2026: Council is being asked to consider the policy alternatives in greater detail and provide direction on the City's preferred approach to merchant fee cost recovery.

Public Involvement

If Council directs staff to implement a pass-through or hybrid approach, staff would provide advance notification to affected customers before implementation. Particular attention would be given to customers currently enrolled in automatic credit card payments, including information on how to switch to a no-fee ACH/e-check option. The service fee would also be clearly disclosed before customers complete a card transaction.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

The City currently spends approximately $600,000 annually on merchant processing fees, predominantly associated with utility payments. Staff estimates the recommended hybrid approach would reduce City-paid merchant processing costs by approximately $300,000 annually. The City would continue to incur certain merchant costs, including costs associated with e-check payments. For utility services, reductions in merchant fee expense could help mitigate future rate pressure or provide additional financial capacity for other utility priorities. Potential uses identified by staff include mitigating inflationary cost pressures, expanding the City's leak credit program, or increasing resources available for emergency utility assistance.

Alternatives & Recommendation

- Alternative A - Continue Absorbing Merchant Fees
    - Continue the City's current practice of absorbing merchant processing fees where they are not currently passed through to customers. This alternative would result in no immediate change to the customer payment experience. Merchant fees would continue to be treated as an operating expense of the applicable City service or fund, including recovery through the utility rate base for utility payments.
- Alternative B - Pass Through All Eligible Merchant Fees
    - Pass through merchant processing costs on all eligible electronic payment methods. This alternative would provide the greatest level of cost recovery and is estimated to reduce City-paid merchant processing costs by approximately $600,000 annually, but would provide fewer no-fee electronic payment options.

- Alternative C - Hybrid Approach (Staff Recommendation)
    - Pass through credit card service fees to customers choosing to pay by card while maintaining e-check/ACH and other lower-cost payment methods as no-fee alternatives. This alternative is estimated to reduce City-paid merchant processing costs by approximately $300,000 annually while preserving a no-fee electronic payment option.

Staff recommends Alternative C. The hybrid approach provides meaningful cost recovery, reduces cross-subsidization between payment methods, and preserves convenient no-fee alternatives for customers who do not wish to pay a credit card service fee.

Additional Resources

FY27 Fees and Charges Schedule

Fiscal Impact

Cost:	n/a
Budgeted (yes or no):	Yes
Where Budgeted (department/program):	6002200 - Utility Billing

Additional Fiscal Notes:

In Utility Billing, the city budgeted $610,00 for FY27.

Attachments

Presentation

Resolution - Amend FY27 Fees and Charges

Exhibit A - Amended FY27 Fees and Charges Schedule

Credit Card Fee Cost Recovery Options

September 8, 2026

Pass card costs to customers, absorb them citywide, or adopt a hybrid approach.



The policy decision is about who pays for merchant fees

Should the City recover card processing costs from customers who choose card payments, or continue absorbing those costs in the operating budget?

Current practice is not consistent across payment channels

A customer may face a fee for one City service or channel, but not another.

Channel	Current practice	Policy issue
Citywide fees	FY27 Fees & Charges schedule lists credit card fee of $1.95 minimum or 3% of total fee; e-check at $1.95 flat fee.	Potential standard citywide cost recovery model.
Utility billing	Utility Billing has no additional charge for different payment types	Processing costs are absorbed into the utility rate base.
Municipal court	In-person credit card payments have no fee; online payment through CitePay USA includes a vendor processing fee not paid to the court.	Different treatment by payment channel.

Three policy paths are available

Option A

Maintain status quo

Continue to absorb credit card fees for utility billing. City pays processing cost. Simplest customer experience, but cost is shared by all customers whether or not they pay by card.

Option B

Pass through

Pass through all merchant fees to customers. Customers choosing electronic payments such as card and e-check pay the processing cost. Cash and check would remain a free payment option.

Option C

Hybrid policy

Recover card processing costs; keep no-fee alternatives for **e-check** in addition to cash and check to incentive customers to use lower cost payment methods when paying online.

Staff recommends a hybrid approach with transparent pass-through fees for card users while maintaining no-fee payment option.

How the options compare

A hybrid policy best balances cost recovery, customer access, and implementation risk.

Evaluation lens	Absorb fees	Pass through	Hybrid
Budget impact	Highest City cost	Cost recovery	Partial recovery
Customer experience	No added card fee	Added checkout fee	Fee + no-fee choices
Equity / fairness	All customers subsidize card users	Card users pay own cost	Targeted balance

POLICY DECISION

Cost model comparison: same volume, different payer

Illustrative example: $1,500,000 annual card volume, 10,000 transactions, $150 average payment.

Absorbed interchange-plus transaction fee

City / ratepayers pay variable underlying card costs.

$1,500,000 × 2.00% blended cost = $30,000
10,000 transactions × $0.75 Tyler fee = $7,500

$37,500

estimated City cost

Effective cost: 2.5% in this example

vs

Payer-paid service fee

Card customers pay a fixed checkout fee; City receives the full balance owed.

$1,500,000 × 2.95% service fee = $44,250

$44,250

customer-paid fees

Effective fee: 2.95%

Example delta: $6,750. The service-fee model produces higher total fees in this example, but the cost is paid by card users instead of absorbed by the City. Actual interchange-plus cost varies with card mix and average transaction size.

Assumption note: 2.00% blended interchange/network cost is illustrative, interchange fees range between 1.5% - 2.5%.

Utility rate impact: absorb vs. pass-through

Illustrative rate lens using the FY 26–27 typical residential utility bill of $163.81/month.

Card-user pass-through

If a customer pays the typical bill by card and the service fee is 2.95%:

$4.83

per monthly payment

Rate effect: no utility rate increase; the service fee applies only to customers choosing card payment.

Customer message: fee can be avoided by ACH/e-check, cash, check, money order, or bank bill pay.

Ratepayer-funded recovery

If the City absorbs the same typical monthly card payment using a 2.00% blended cost plus Tyler's $0.75 transaction fee:

$4.03

cost per monthly card payment

2.5%

effective cost of typical bill

Ratepayer equity: who pays the incremental card cost?

Passing through fees aligns payment costs with the customer choosing that payment method.

If absorbed in utility rates

- City pays the card-processing cost as a utility operating expense.
- Costs are recovered from the broader rate base over time.
- Customers using lower-cost payment methods share in card-payment costs.

If passed through to card users

- Card customer pays a visible service fee at checkout.
- Utility receives the full amount owed on the bill.
- Reduces cross-subsidization between payment methods.

Customer impact can be managed with no-fee alternatives

The implementation message should be simple: card payment remains available, and no-fee payment options remain available.

Customers who prefer card payment

1 Transparent fee

Show fee before payment; never surprise customers at the end.

2 No-fee route

Promote ACH/e-check, cash, check, and bank bill pay.

3 Autopay transition

Notify card autopay customers before any fee begins; provide instructions to switch to ACH.

Potential Cost Savings

Annually, the city spends approximately $600,000/year on merchant fees predominantly for utility payments. Passing on card processing fee costs is estimated to save approximately $300,000/year. The city would still pay some merchant fees for online e-check payments.

How could these cost savings be utilized?

1 **Mitigate inflationary factors**

Cost savings from merchant fees could be factored into lower utility costs, which in-turn could lower the need for future rate increases.

2 **Expand Leak Credit Program**

Offer more flexibility for leak credit eligibility.

3 **Expand Emergency Assistance Program**

Increase the total amount of funds available for emergency assistance.

Decision package for Council

Alternative A: Continue absorbing fees

No immediate change to customer experience; staff would identify offsetting budget actions or absorb within departments/funds.

Alternative B: Pass-through all merchant fees

Maximize recovery across all eligible payment channels. Annual savings would be approximately $600,000 for ratepayers.

Alternative C: Hybrid approach

Implement pass through of card fees while maintaining no cost alternative payment methods including e-checks. Annual savings would be approximately $300,000

Staff recommendation

Alternative C: Hybrid approach to encourage customers to continue to make online payments via e-check, that still requires the city to absorb some merchant fees but costs the city less staff time.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 26-

A RESOLUTION AMENDING THE CITYWIDE FEES AND CHARGES SCHEDULE TO AMEND CONVENIENCE FEES WHICH WAS ADOPTED UNDER RESOLUTION NO. 26-19

WHEREAS, the City of Tigard has a Fees and Charges Schedule that was adopted during the last budget hearing as Resolution No. 26-19; and

WHEREAS, city staff have reviewed fees and services provided; and

WHEREAS, city staff have proposed amending convenience fees to passthrough certain merchant transaction costs; and

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

SECTION 1: The fees and charges for the City of Tigard are amended and set as shown in the attached schedule (Exhibit A).

SECTION 2: This resolution is effective September 8, 2026, and implemented as soon as administratively practicable.

PASSED: This _____ day of _____ 2026.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

CITY RECORDER
& CITYWIDE FEES

CITY RECORDER			FY 2026-2027 FEES
Candidate Filing Fee			$50
CITYWIDE FEES			
4GB Flash Drives			$11 each
Photographs			Actual Cost
Recording of Documents			Actual Cost
Returned Payment Fee			$35
Convenience Fees			*Charged on select services, depending on vendor*
Credit and Debit Card		$1.95 minimum	or 2.95% of total fee
~~e-Check~~			~~$1.95 flat fee~~
Faxes for Public			
First Page	$2	Each Additional Page	$1
Microfiche Sheet Copies			
	$1 per sheet up to 50 sheets plus staff time		
Photocopies			
8-1/2 x 11			$1 per page
8-1/2 x 14			$1 per page
11 x 17			$1.50 per page
17 x 24			$2.50 per page
24 x 36			$3.50 per page
36 x 48			$3.50 per page
STAFF TIME RATES			
Attorney Time			Current Attorney billing rate
Staff Hourly Rate for Miscellaneous Billing and Reimbursement Agreements*			Current Staff Hourly billing rate
Research Fee			Current Staff Hourly billing rate

**Staff Hourly Billing Rate includes administrative time, benefits, department overhead, and citywide overhead as determined by the most recent A-87 Indirect Cost Study.*

AIS-6262 **10.**

Business Meeting

Meeting Date: 09/08/2026

Length (in minutes): 40 Minutes

Agenda Title: Discussion on Public Works Level of Service (Requested by Mayor Hu & Councilor Schlack)

Authored By: Joe Wisniewski

Presented By: Acting Public Works Director Wisniewski and Asset Manager Rico

Item Type: Update, Discussion, Direct Staff

Information

Explanation of Issue

Acting Public Works Director Wisniewski and Asset Manager Rico will provide a briefing on the Public Works Department's Level of Service (LOS). The briefing will include:

- Who we are and what guides the department related to the services provided.
- A summary of each program and an overview of the key drivers that set the LOS Standards.
- An explanation of how the current LOS can change and what drives the changes.

Action Requested

No action is requested for this briefing.

Background Information

In anticipation of upcoming budget discussions, Council has asked for briefings on level of service standards for the externally-facing departments. The conversation is intended to provide more information on:

1. What guides the services the department provides?
2. How is the level of service determined? For example, mandates, public demands, or system growth.
3. How could the level of service be adjusted?

Tonight's presentation focuses on the Public Works department.

Alternatives & Recommendation

N/A

Additional Resources

N/A

Attachments

Presentation

Public Works Programs & Services Assessment



Who We Are

- Provide core and essential services to the community with operations and maintenance that improve daily life
- Responsible for these services: water, sanitary sewer, stormwater, surface water, streets, parks, fleet and facilities
- Other programs/divisions: engineering services, emergency management, PW Admin

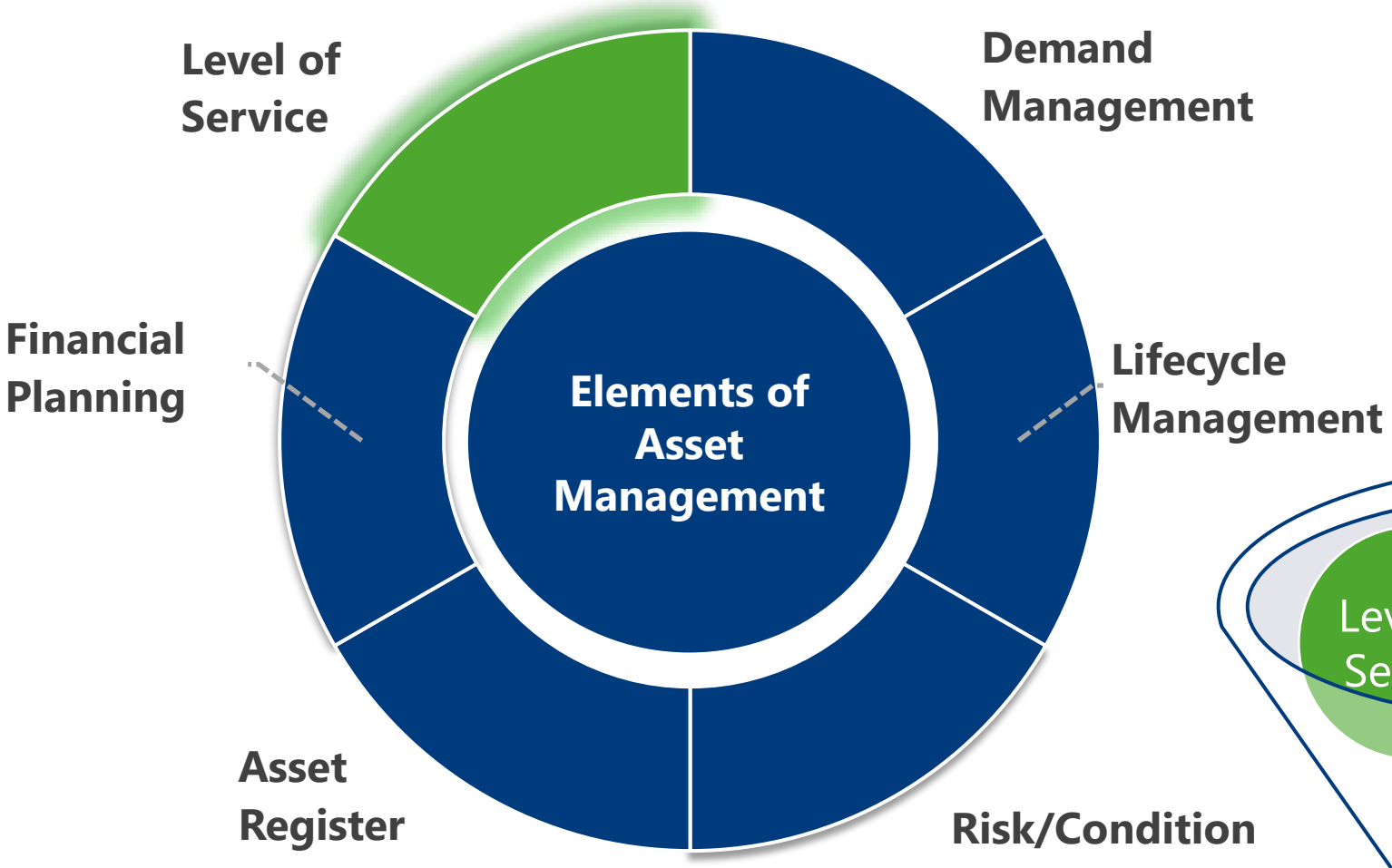


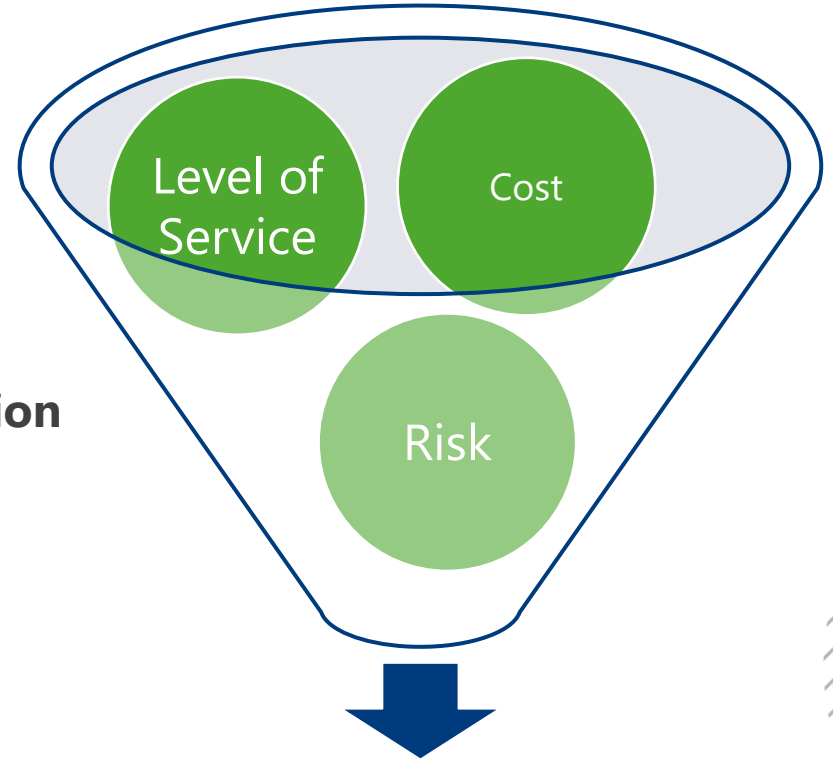
What guides us?

- Serving the community in a responsive, reliable and professional way
- Industry standards and best practices
  - American Public Works Association (APWA) Accreditation
  - International Infrastructure Management Manual (IIMM)
- Asset Management
  - Started journey in 2020
  - Formalized AM program FY 2023



Asset Management Concepts





Level of Service Factors (LOS)



Programs & Services Assessment

Basic Program Attributes				
Mandate	**Demand**	**Population**	**Cost Recovery**	**Reliance**
If a program is mandated by a higher level of government (federal, state, county), by charter, or Council action	*Program demonstrates increase demand or utilization. Show growth in demand within community.*	*Program is accessible and serves large segment of City residents, business and/or visitors*	*At what level a program can demonstrate an ability to "pay for themselves" through fees, grants, user-based charges for service*	*Whether only a city can provide a service, another intergovernmental agency or private business*
4 = State/Federal Mandate 3 = Charter or regulatory standards 2 = Franchise, IGA, Code, Ordinance/Resolution 1 =Industry best practice 0 = No mandate	4 = Significant increase 2 = Slightly increasing 0 = No change in demand -2 = Slightly decrease -4 = Significant decrease	4 = Over 50% pop served 2 = 25-50% pop served 0 = Less than 25% pop served	4 = 75-100% cost recovery 3 = 50-74% cost recovery 2 = 25-49% cost recovery 1 = 1-24% cost recovery 0 = 0% cost recovery	4 = Only City can provide service, no other entity 3 = City sole provider, other agencies could be contracted to provide 2 = Only public entities provide service 1 = Private entities provide outside city limits 0 = Other private entities can provide service

Street Maintenance

Core Services

- Street maintenance
  - Including PMP, paving and minor construction
- ROW maintenance
- Sign, Signals and Streetlight programs

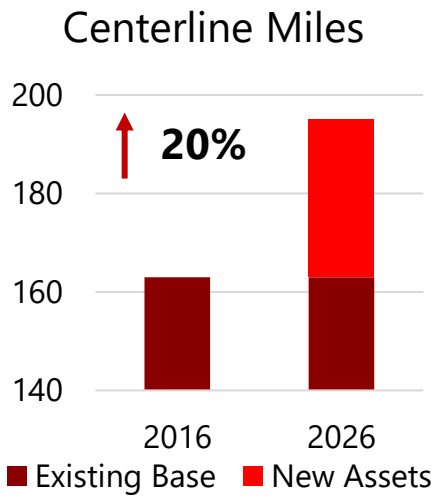
How do we determine our LOS?

- Governed by MUTCD
- Community expectations for traffic & pedestrian safety (measured by PCI)
- Serves 100% population who lives & works in Tigard

How would we adjust LOS?

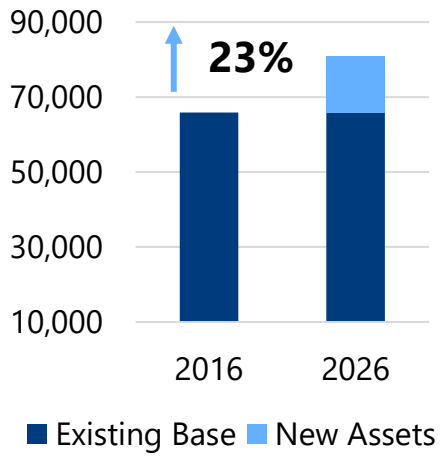
- Additional community expectations, desired programs
- Added regulatory requirements





Water





Core Services

- Water Supply (ASR, LOTWP)
- Water Operations (SCADA & Distribution)
- Maintenance, Preventative Maintenance, Customer Service
- Water Quality program
- Backflow program
- Water conservation program

How do we determine our levels of service?

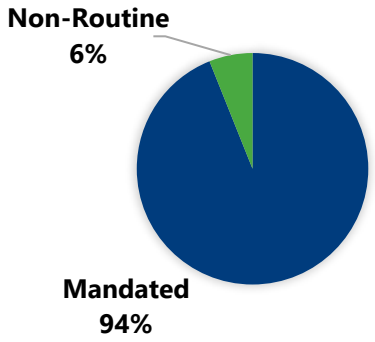
- Heavily regulated & mandated (OHA, EPA, IGA with LO)
- Entirely funded with water utility fees

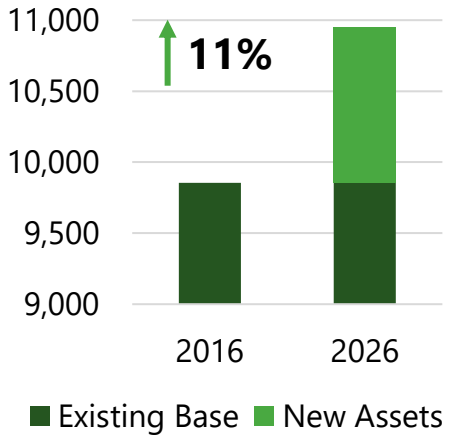
How would we adjust LOS?

- Growth and maturity of system
- Changes in mandates and best practices (EPA and AWWA)

Sanitary Sewer System







Core Services

- Sewer conveyance (maintenance)
- Sewer inspection (TVI)
- Sewer minor construction
- Fats, Oils and Grease program

How do we determine our levels of service?

- Heavily regulated & mandated (CWS & DEQ)
- Entirely funded with sewer utility fees

How would we adjust LOS?

- Growth and maturity in system
- Changes to mandated requirements and best practices

Stormwater System

Core Services

- Stormwater conveyance (maintenance)
- Stormwater inspection (TVI)
- Solid Waste Coordination
- Private WQF assessment program
- Street sweeping (NPDES)
- Stormwater minor construction

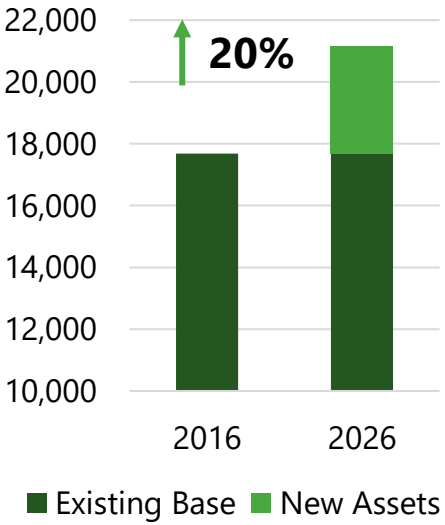


How do we determine our levels of service?

- Heavily regulated & mandated (CWS & DEQ)
- Entirely funded with stormwater utility fees

How would we adjust LOS?

- Growth and maturity in system
- Changes to mandated requirements and best practices



Surface Water Management

Core Services

- WQF maintenance
- WQF assessment (inspection)

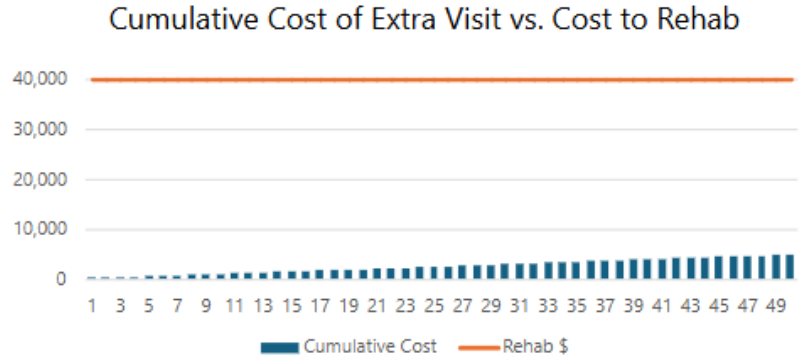
How do we determine our LOS?

- Heavily regulated & mandated (CWS & DEQ)
- Entirely funded with stormwater utility fees

How would we adjust LOS?

- Growth and maturity in system
- Variety of assets within the WQF asset type

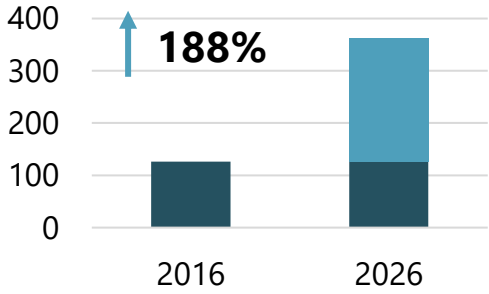
Levels of Service



It is **14X** more expensive to rehab than to maintain in excess of mandate

Average Cost of Maintenance/Inspection WO = **$97.36**, Over 30 years = **$2,910**

Average cost of major rehab = **$40,000**



Parks & Natural Areas

Core Services

- Park maintenance (PM and RM)
- Hazard tree program
- Natural areas management
- Park Ranger Program
- Event support

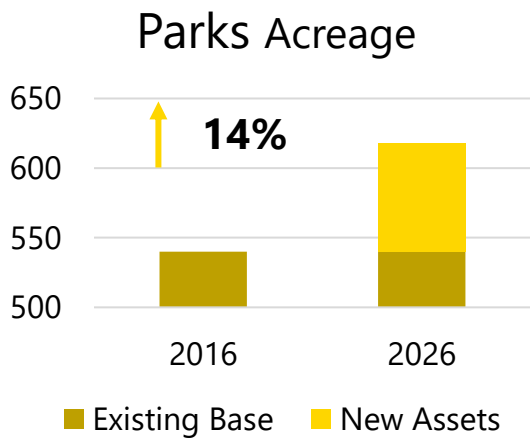
How do we determine our LOS?

- Community highly values (National Community Survey)
- City code (Hazard tree response)
- System planning

How would we adjust LOS?

- Growth and maturity of the system
- Park categories by type





Recreation

Core Services

- Classes
- Camps
- Activities and Events (movies, concerts, pop-ups, etc.)

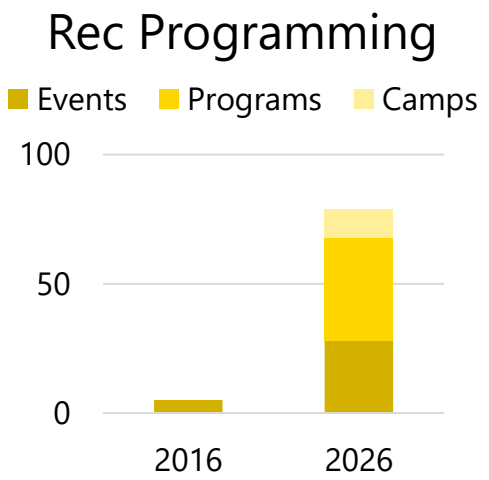
How do we determine our levels of service?

- Community highly values (National Community Survey)
- Community demand

How would we adjust LOS?

- Attendance and increase in demand
- Increased program offerings
  - Demographics served and diversity in offerings





Fleet Maintenance



Core Services

- Fleet & equipment maintenance (repair and PM)
- Fleet & equipment acquisition, surplus, ISF

How do we determine our levels of service?

- Essential to deliver core services (PD, PW, etc.)
- Technical requirements of equipment

How would we adjust LOS?

- Growth and maturity of city services & infrastructure systems
- Technology changes and environmental goals (EV)

Facilities (Property Management)



Core Services

- Property management (interior space improvements, leases, etc.)
- Maintenance of facility systems (CIP, PM and RM)
- Exterior grounds maintenance (including parking lots)
- Janitorial/Custodial services

How do we determine our LOS?

- Essential to deliver City external facing services
- Technical requirements of facilities condition

How would we adjust LOS?

- Growth and maturity of city services & infrastructure systems
- Facilities needs for resiliency, space and condition

Engineering

Programs

- Capital Improvement Project Management
- Private Development (Permitting, Plan Review, and Inspection)

How do we determine our levels of service?

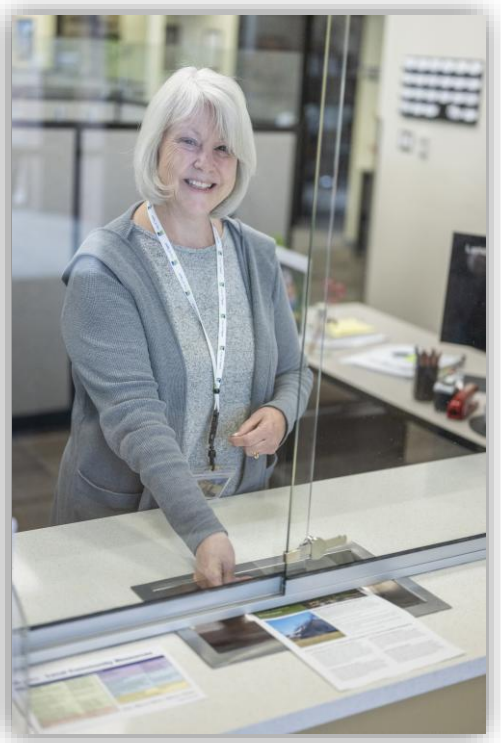
- Support and perform work within each of the infrastructure systems
- Performed in centralized division for efficiency

How would we adjust LOS?

- System Plans (long range infrastructure planning)
- Development demand



Public Works Administration



What are our core services?

- Emergency Management & Safety Coordination
- Business Management
- Community Engagement & Outreach
- Asset Management
- PW Administration

How do we determine our LOS?

- Align with best practices and enable mandated services to focus on the work
- Efficiency in delivering services as one diverse department

How would we adjust LOS?

- Largely in response to growth and maturity of systems (divisions) we support

Tigard Public Works

