

A G E N D A

**Finance/Judiciary Committee
and Possible Quorum of the Budget Committee and/or City Council
City of Junction City
680 Greenwood Street**

**Thursday, November 7, 2024
6:30 p.m.**

To join the Committee meeting via computer, tablet, or smartphone
please click on the Zoom link below:

<https://us06web.zoom.us/j/83271359105>

You can also dial in using your phone: (253) 215-8782 or (877) 853-5257
Meeting ID: 832 7135 9105

1. Call to Order
2. Changes to the Agenda
3. Approval of Minutes August 1, 2024 and September 5, 2024
4. Public comments for items not listed on the agenda
5. Comcast and Hunter Communications Franchise Agreements
(City Administrator Jason Knope)
6. Spending Authority Resolution Update
(Finance Director Mike Crocker)
7. Agenda Forecaster
8. Committee Member Comments
9. Adjournment

The Finance/Judiciary Committee for the City of Junction City met at 6:30 P.M. on Thursday, August 1, 2024

PRESENT WERE: Chairman Karen Leach, Councilor Sandee Thomas, Finance Director Mike Crocker. Councilor Andrea Ceniga was absent.

1. Call to Order

Committee Chair Leach called the meeting to order at 6:30 p.m.

2. Changes to the Agenda

Removed Item 5 – Contract for Janitorial Services.

3. Approval of Minutes:

March 7, 2024, April 4, 2024, and June 6, 2024, approved with changes

4. Public Comments for Items not Listed on the Agenda

No public comments.

5. Contract for Janitorial Services

Not ready for committee review

6. Volunteer Insurance Coverage

WHA insurance has recommended the city move volunteers to a separate policy from city employees. Director Crocker presented that he is not aware of a claim by a volunteer in his tenure with the city. A new, separate policy would cost approximately \$1,000.00 a year. He doesn't see the benefit in having 2 policies. A better way to reduce the cost of workers' compensation insurance will be to focus on employee safety. This is also the recommendation of the City Administrator.

The committee agrees that the new policy would not provide a benefit to the city at this time.

7. Court Software Quote

The city is considering changing the court software from Caselle to Tyler. There are several reasons why moving the software at this time makes sense:

Tyler is used by the city for all other departments. IT now manages two servers, one for the court and one for the city. Caselle will need costly upgrades in the near future. Tyler will streamline the importing process from the police department to the court. Several courts in the area, including Springfield, use Tyler

Councilor Leach wanted to confirm the court clerk is onboard with the change, Director Crocker indicated that she is.

Councilor Thomas wanted to make sure they are a long standing company with a good reputation and will work with the PD software.

Councilor Leach added that any upgrade that will streamline the process from the police department to the court is a good idea.

The Committee was in favor of further exploring this possible change in software.

8. Municipal Judge RFP Final Documents

Director Crocker highlighted changes made to the RFP and Personal Services Agreement. Changes were made by legal. Director Crocker updated the dates in the schedule.

Section 8.3 regarding insurance was approved by WHA

Councilor Thomas asked for clarification on 8.2.3 – stating that the contractor is not a member of the Oregon Public Employees Retirement System.

The Committee approved sending the document to the council.

9. Agenda Forecaster

Several upcoming contracts: Janitorial, Audit, WHA Insurance, Lein Reporting

10. Committee Member Comments

Director Crocker – Audit agreement letter has been delayed. It is a standard letter, but it will not be here in time for the committee to review before the council needs the document. Councilor Leach stated that it would be okay to present the letter to the council without prior approval by the committee.

Director Crocker would like to see the city continue the GFOA annual financial report program. The committee agreed, they feel it helps keep the city on track.

Councilor Thomas stated that she has seen an increase in stray dogs in the city, she wanted to be informed on the process to get your dog licensed with the city. Director Crocker informed the committee that licenses are available at city hall with a current rabies vaccine. The police department oversees and enforces the program.

Director Crocker mentioned that the city has one bank account with Citizens Bank that is only used for payroll. The city is considering moving that account to US Bank. It would consolidate the accounts at one bank and make transferring funds available online.

Director Crocker asked if the committee would like to review the updated draft of the master fee schedule. Councilor Leach said she would like to see it.

11. Adjournment

As there was no further business, the meeting was adjourned at 7:24PM

Respectfully Submitted:



Mike Crocker

Mike Crocker, Finance Director

The Finance/Judiciary Committee for the City of Junction City met at 6:30 P.M. on Thursday, September 5, 2024.

PRESENT WERE: Chairman Karen Leach, Councilor Sandee Thomas, and Finance Director Mike Crocker. Councilor Andrea Ceniga was absent.

1. Call to Order

Committee Chair Leach called the meeting to order at 6:30 p.m.

2. Changes to the Agenda

None

3. Public Comments for Items not Listed on the Agenda

None

4. Audit Request for Proposals Document

Director Crocker presented the draft Audit Request for Proposals document. The annual audit is a standardized service provided by a Certified Public Accounting firm licensed by the Oregon State Board of Accountancy to perform municipal audits. The audit examination is performed in accordance with generally accepted governmental procedures as prescribed in the American Institute of CPA's Industry Audit Guide – Audits of State and Local Governmental Units and in the Government Finance Officers Association's Governmental Accounting, Auditing, and Financial Reporting guide.

The Committee is asked to review the Request for Proposals draft document.

The Committee discussed timing, current costs and the length of proposals. The Committee recommended to forward the RFP document to Council with a recommendation to approve.

5. Master Fee Schedule Review

Finance Director Crocker presented the final draft of the City's Master Fee Schedule.

The purpose of a Master fee Schedule is to summarize the fees and charges for various City services such as utilities, building permits, court fees, and community services. It is a comprehensive list that the City will make available to the public. Master fee schedules are normally reviewed on a periodic or annual basis as recommended by best practices. The

master fee schedule is a compilation of fees only, it is not part of any rate setting process. It serves as a central reference for fees across all departments and does not take the place of any fee-setting procedure or process in any department. The Committee was asked to review for any final changes.

The Committee directed staff to forward the Master Fee Schedule to Council for review.

6. Agenda Forecaster

The Committee added an item for the Spending Authority resolution as requested by Director Crocker. No other changes were made.

7. Committee Member Comments

None

8. Adjournment

As there was no further business, the meeting was adjourned at 7:00 p.m.

Respectfully Submitted:



Mike Crocker

Mike Crocker, Finance Director

FINANCE & JUDICIARY COMMITTEE

AGENDA ITEM SUMMARY



Comcast & Hunter Communications Franchise Agreements

Meeting Date: November 7, 2024
Department: Administration
www.junctioncityoregon.gov

Agenda Item Number: 5
Staff Contact: Jason Knope
Contact Telephone Number: 541-998-2153

ISSUE STATEMENT

This is a review of two communications franchise agreements from Comcast and Hunter Communications.

BACKGROUND

The Comcast Franchise is a renewal of an existing franchise agreement. The last agreement was renewed in 2013. Attached to this AIS is the agreement that Comcast has agreed to. Please note that the 5% franchise fee remains the same and there are no significant changes from the 2013 agreement. This agreement was negotiated by the City Attorney's office.

The Hunter Communications Franchise is a new franchise for the City. Attached to this AIS is the agreement that Hunter Communications has agreed to. It is for a period of 5 years and charges a 5% franchise fee. This agreement was negotiated by the City Attorney's office.

Staff is looking for feedback from Committee prior to these agreements going forward to Council for review and approval.

RELATED CITY POLICIES

JCMC 5.10 Telecommunication Franchises

COMMITTEE OPTIONS

1. Forward to Council with recommendation to approve.
2. Other direction to staff

ATTACHMENTS

1. Comcast Franchise Agreement
2. Hunter Communications Franchise Agreement

FOR MORE INFORMATION

Staff Contact: Jason Knope
Telephone: 541-998-2153
Staff E-Mail: jknope@ci.junction-city.or.us

CABLE TELEVISION FRANCHISE

Between

THE CITY OF JUNCTION CITY, OREGON

and

COMCAST OF OREGON II, INC.

Contents

SECTION 1 - Definition of Terms	1
1.1. "Cable Service"	1
1.2. "Cable System"	1
1.3. "Customer"	1
1.4. "Effective Date"	1
1.5. "Facilities"	1
1.6. "FCC"	1
1.7. "Franchise"	2
1.8. "Franchise Agreement" or "Agreement"	2
1.9. "Franchise Area"	2
1.10. "Franchising Authority"	2
1.11. "Grantee"	2
1.12. "Gross Revenue(s)"	2
1.13. "Junction City Municipal Code" or "Code" means the lawfully adopted municipal code, and all applicable ordinances, adopted by the City, including all laws that are in effect as of the Effective Date, or otherwise hereafter adopted, and as amended from time to time.	3
1.14. "Non-Cable Services" means the transmission(s) of telecommunications or information including, but not limited to, voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission facilities are owned by the provider itself, and includes all forms of telephone services and voice, video, data, or information transport, but does not include (1) Cable Service; (2) open video system service, as defined in 47 C.F.R. 76; (3) private communication systems services provide without using the public Right of Way; (4) over-the-air radio or television broadcasting to the public at-large from facilities licensed by the FCC; (5) direct-to-home satellite service within the meaning of Section 602 of the Communications Act; and (6) public communications systems.....	3
1.15. "Person"	4
1.16. "Public Way" or "Right of Way"	4
SECTION 2 - Grant of Authority	4
2.1. Grant	4
2.2. No Implied Rights	5
2.3. Reservation of Authority	5
2.4. Term of Franchise	5
2.5. Renewal	5

2.6. Competitive Equity	5
SECTION 3 - Construction and Maintenance of the Cable System	6
3.1. Permits and General Obligations.	6
3.2. Conditions on Street Occupancy.....	6
3.2.1. Non-Interference.....	6
3.2.2. New Grades or Lines.....	6
3.2.3. Relocation at Request of City.	7
3.2.4. Relocation at Request of Third Party.....	7
3.2.5. Restoration of Public Ways.....	7
3.2.6. Safety Requirements and Non-Interference	7
3.2.7. Trimming of Trees and Shrubbery.	8
3.2.8. Aerial and Underground Construction.	8
3.2.9. Reimbursement of Costs	8
SECTION 4 - Service Obligations	8
4.1. General Service Obligation.	8
4.2. New Developments.	9
4.3. Programming.....	9
4.4. No Discrimination	9
4.5. Prohibition Against Reselling Service.....	10
SECTION 5 - Fees and Charges to Customers	10
SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection....	10
6.1. Customer Service Standards.	10
6.2. Customer Bills	10
6.3. Privacy Protection.	10
SECTION 7 - Oversight and Regulation by Franchising Authority	10
7.1. Franchise Fee	10
7.2. Franchise Fees Subject to Audit and Inspection	11
7.3. Oversight of Franchise	12
7.4. Technical Standards.	12
7.5. Maintenance of Books, Records, and Files.....	12
7.5.1. Books and Records	12
7.5.2. File for Public Inspection.....	12
7.5.3. Proprietary Information.	12
SECTION 8 - Transfer or Change of Control of Cable System or Franchise.....	13

SECTION 9 - Insurance and Indemnity	13
9.1. Insurance	13
9.2. Indemnification	14
SECTION 10 - Performance and Construction Bonds	14
SECTION 11 - System Description and Service	14
11.1. System Capacity	14
11.2. Service to Governmental and Institutional Facilities.....	14
SECTION 12 - Enforcement or Termination of Franchise	15
12.1. Notice of Violation or Default	15
12.2. Grantee's Right to Cure or Respond.....	15
12.3. Enforcement.	15
12.4. Default of a Material Breach	16
12.4.1 Notice	16
12.4.2 Hearing.....	16
12.5. Technical Violation.....	16
SECTION 13 - Miscellaneous Provisions	17
13.1. Force Majeure.....	17
13.2. Notice.....	17
13.3. Entire Agreement.....	18
13.4. Severability.	18
13.5. Governing Law.....	18
13.6. Modification.....	18
13.7. No Third-Party Beneficiaries	18
13.8. No Waiver of Rights.....	18
13.9. Binding Agreement	18

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Junction City, Oregon (hereinafter, "City") and Comcast of Oregon II, Inc. (hereinafter, "Grantee").

The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein. Words used in this Franchise that are not defined hereunder but are otherwise defined in the Junction City Municipal Code shall have the meaning specified in the Code definition, and it is the intent of the Parties that the definitions provided herein are to be consistent with the definitions under Code and not create any inconsistency in the interpretation or application of the terms of this Agreement.

1.1. "Cable Service" means the one-way transmission of video programming or other programming service to Subscribers, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.2. "Cable System" shall have the meaning set forth in the Cable Act, and in every case of its use in this Franchise, unless otherwise specified, the term will refer to the cable system constructed or operated by the Grantee in the City under this Franchise.

1.3. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.4. "Effective Date" means the date as defined herein Section 13.10.

1.5. "Facilities" means the cable lines, conduits, and any related equipment, other than customer premises equipment, used by Grantee for provision of Cable Services through its Cable System, in or on the Public Right of Way within the Franchise Area.

1.6. "FCC" means the Federal Communications Commission or successor governmental entity thereto.

1.7. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.8. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.9. "Franchise Area" means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.10. "Franchising Authority" means the City of Junction City, Oregon, or the lawful successor, transferee, designee, or assignee thereof.

1.11. "Grantee" shall mean Comcast of Oregon II, Inc.

1.12. "Gross Revenue(s)" means all revenue derived by Grantee, or its affiliate(s), from the operation of the Cable System to provide Cable Service to Subscribers within the Franchise Area.

Gross Revenue includes, by way of example and not limitation: fees for Cable Service, regardless whether such service is provided to residential or commercial subscribers, including revenues derived from the provision of all Cable Service; installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service within the Franchise Area; fees paid to Grantee for channels designated for commercial/leased access use; converter, remote control, and other Cable Service equipment rentals, leases, or sales; payments for pre-paid Cable Service or equipment; advertising revenues; fees, including but not limited to late fees, convenience fees, administrative fees, franchise fees, FCC User Fee, or PEG fees, if applicable; revenue from programming guides; and commissions from home shopping channels and other Cable Service revenue sharing arrangements which will be allocated on a pro rata basis under total Cable Service Subscribers within the Franchise Area. Advertising revenue shall include amounts derived from sales of advertising that are made available to Grantee's Cable System Subscribers and will be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising.

Gross Revenue shall not include any taxes on services furnished by Grantee imposed directly on any Subscriber or user by any city, state or other governmental unit and collected by Grantee for such governmental unit, except the Franchise Fee and FCC User Fee will not be regarded as such a tax or fee; bad debt write-offs, except any portion that is subsequently collected and will be allocated on a pro rata basis using Cable Service revenue as a percentage of

total Grantee revenues within the Franchise Area; launch fees and marketing co-op fees; unaffiliated third-party advertising sales agency fees or commissions which are reflected as a deduction from revenues; refunds, rebates or discounts made to Subscribers; and sales of capital assets or sales of surplus equipment.

To the extent revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Service and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenue using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components. Except as required by specific federal, state, or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation will be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. Grantor reserves the right to review and challenge Grantee's calculations.

The Parties acknowledge that Grantee maintains its books and records in accordance with General Accepted Accounting Principles ("GAAP"). Grantee agrees that it will not utilize GAAP to unlawfully, or in contravention of this Agreement, avoid payment of franchise fees. At all times, Grantor reserves its right to challenge Grantee's calculation of Gross Revenue, including Grantee's interpretation of GAAP and Grantee's interpretation of other directives of the Financial Accounting Standards Board (FASB), the Emerging Issues Task Force (EITF), or U.S. Securities and Exchange Commission (SEC). 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 Section or line item.

1.13. "Junction City Municipal Code" or "Code" means the lawfully adopted municipal code, and all applicable ordinances, adopted by the City, including all laws that are in effect as of the Effective Date, or otherwise hereafter adopted, and as amended from time to time.

1.14. "Non-Cable Services" means the transmission(s) of telecommunications or information including, but not limited to, voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission facilities are owned by the provider itself, and includes all forms of telephone services and voice, video, data, or information transport, but does not include (1) Cable Service; (2) open video system service, as defined in 47 C.F.R. 76; (3) private communication systems services provide without using the public Right of Way; (4) over-the-air radio or television broadcasting to the public at-large from facilities licensed by the FCC; (5) direct-to-home satellite service within the meaning of Section 602 of the Communications Act; and (6) public communications systems.

1.15. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.16. "Public Way" or "Right of Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. However, 'utility easement' does not include any easement dedicated solely for Franchising Authority's facilities or where the proposed use by Grantee is inconsistent with the terms and conditions of any easement granted to the City, unless agreed to in writing by Franchising Authority.

1.17. "Subscriber" means a Person who lawfully received Cable Service provided by Grantee by means of connection to the Cable System, regardless whether a fee is paid for such service.

SECTION 2 - Grant of Authority

2.1. Grant. The Franchising Authority hereby grants to the Grantee under the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System, to provide Cable Service, in, along, among, upon, across, above, over, or under the Public Way and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Prior to construction or alteration within the Public Way, the Grantee will in each case request all required permits, pay applicable fees, and receive approval as necessary before proceeding. Nothing in this Franchise shall be construed to authorize or prohibit Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2. No Implied Rights. No rights will pass from Grantor to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, the Franchise will not include or be substitute for any other permit, agreement, or authorization required under the Code or other generally applicable ordinances and laws of Grantor for the privilege to transact and carry business within the City, to operate on or within the Public Way, including for example, street cut permits, or for occupying any property of the Grantor or private entity to which access is not specifically granted by this Franchise, including without limitation, applicable permits or agreements to place devices on or in poles or wires, conduits, or other structures or railroad easements, whether owned by Grantor or a private entity. This provision should not be interpreted to restrict Grantee's general franchise rights under 47 U.S.C. Section 541(a).

Grantor agrees to use best efforts in its working relationship with Grantee in permitting processes associated with Grantee's permit requests.

2.3. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or construct, install, maintain, remove, relocate, replace or operate public facilities or improvements of any description; (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

The Franchising Authority has jurisdiction and exercises regulatory management over the Public Way whether the Franchising Authority has a fee, easement or other legal interest in the Public Way and whether the legal interest was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means.

2.4. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully revoked in accordance with the terms of this Franchise Agreement and the Cable Act.

2.5. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.6. Competitive Equity. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant additional franchises or other similar lawful authorization to provide Cable Services within the Franchise Area, including but not limited to those franchises already granted or authorized at the Effective Date of this Franchise. Notwithstanding any contrary provision in this Agreement, if any Cable Service Provider enters into any agreement with the City to provide Cable Service in the Franchise Area, the City, within ninety (90) days of the Grantee's written request, shall negotiate with Grantee to amend the

Franchise to include any material terms or conditions that the City makes available to a new Cable Services entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: Franchise Fees; insurance; security instruments; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity, so long as the regulatory and financial burdens on each entity are materially equivalent.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions on Street Occupancy.

3.2.1. Non-Interference. The Cable System installed by the Grantee shall be subject to all applicable provisions of the Junction City Municipal Code, and shall be located so as to cause the least possible interference with the proper use of any Public Way and within the rights and reasonable convenience of property owners who own property that adjoins any Public Way.

3.2.2. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed or affected (including water and sewer lines) at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days), and at Grantee's own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines.

3.2.3. Relocation at Request of City. Upon written request of the City to protect, support, temporarily disconnect, or relocate any of its equipment, infrastructure, or facilities as may be required to promote the public interest or support public improvements to address traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of any utility lines or pipes, tracks, or any other type of structures or public improvements by the City or its agents, the Grantee shall, at its sole cost and expense, so relocate its equipment, infrastructure, or facilities. Relocation of facilities shall be completed within a reasonable time limit mutually agreed to by the City and Grantee.

3.2.4. Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires or other Facilities to permit the moving of such structure; provided: (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires or other Facilities, and such charge may be required to be paid in advance of the movement of its wires or other Facilities; and (ii) the Grantee is given not less than twenty (20) business days advance written notice to arrange for such temporary relocation.

3.2.5. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to the same or better condition that existed prior to such work.

3.2.6. Safety Requirements and Non-Interference. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in accordance with generally applicable federal, state, and local regulations, including but not limited to the National Electric Safety Code and FCC regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

All Grantee's Facilities shall be constructed and maintained in such a manner so as not to interfere with the City's or public's use of the Right of Way or with any public irrigation, sewers, water mains, conduits, sidewalks, paving or other related improvements. If any of the Grantee's Facilities unreasonably interfere with Franchising Authority's use or public's use of such Right of Way, Grantee shall remove such Facilities at Grantee's sole expense and in coordination with the Franchising Authority. If Grantee fails to remove such Facilities after receipt of Franchising Authority's written notice of interference providing a reasonable period of time, Franchising Authority may cause such

removal or relocation at Grantee's sole expense.

3.2.7. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for using generally accepted horticultural standards and for any damage caused by such trimming. Nothing in this subsection shall limit Grantee's right to trim trees or natural growth which pose an immediate safety risk to the public.

3.2.8. Aerial and Underground Construction. Where any transmission or distribution facilities of public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall likewise place its Cable Systems' transmission and distribution facilities underground. In any region(s) of the Franchise Area where the transmission or distribution facilities of utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.9. Reimbursement of Costs. If funds are available to any utility using the Public Way for the purpose of defraying the cost of any relocation of facilities along or within the Public Way required by the Franchising Authority, Grantee shall be reimbursed in the same manner in which utilities affected by the required relocation are reimbursed, provided, however, the Franchising Authority has sufficient funds designated for reimbursement to Grantee. If funds are controlled by another government entity, the Franchising Authority shall make application for such funds on behalf of Grantee.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least ten (10) dwelling units per quarter (1/4) cable mile (1320 cable-bearing strand feet) and is adjacent to the existing Cable System. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable within the Franchise Area at no cost to the Subscriber for the cable extension except for published standard/nonstandard installation charge.

No Subscriber shall be refused services arbitrarily. However, for areas not

meeting the above density requirement, Grantee shall only be required to extend the Cable System to Subscribers in the area if the Subscribers are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals ten (10). Subscribers who request service shall bear the remaining cost to extend the Cable system on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscriber shall also be responsible for any standard/nonstandard installation charges to extend the Cable System from the tap to the residence.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards including the Urban Growth Boundary area directly adjacent and contiguous to the Franchise Area. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees, to the extent consistent with applicable law, to require that a developer give Grantee at least ten (10) business days' written notice of the availability of access to open trenches for deployment of cable lines and conduits. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable lines and conduits. If requested to by the Franchising Authority, Grantee shall meet with the necessary parties to coordinate construction in the Rights of Way to minimize public inconvenience, disruption, or damages.

4.3. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.4. No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. All Persons may receive all available Cable Services so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.5. Prohibition Against Reselling Service. No Person shall resell any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5 - Fees and Charges to Customers

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Grantee shall comply in all respects with the customer service standards set forth in Part 76 of the FCC's regulations, as may be amended from time to time.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act (47 U.S.C. §551) and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fee. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due and payable forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period. In the event that any

law or valid rule or regulation limits or prevents the Grantor from imposing a franchise fee in the amount provided for herein, Grantee shall pay to Grantor at the times provided for, the maximum permissible amount up to the agreed upon 5% of annual Gross Revenues referenced herein.

7.1.1. To the extent that revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Service, as defined herein, and non-Cable Service, 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 for such components at the published standalone retail rate pricing before discounts are applied. Grantee may not allocate discounts for bundled services for the purpose of evading payments of franchise fees to the Franchising Authority.

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

7.2. Franchise Fees Subject to Audit and Inspection

7.2.1. Upon reasonable prior written notice, the Franchising Authority shall have the right to audit and/or inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees. However, the Grantee shall only be responsible for paying any amounts discovered to be owed to the Franchising Authority from such audit or inspection if such amounts were paid (or should have been paid) within thirty six (36) months of the Franchising Authority's notice of audit and inspection, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event it is determined that franchise fees for the audit or inspection period have been underpaid, the Franchising Authority shall notify Grantee in writing of its determination. Upon receipt, Grantee shall have thirty (30) days to pay the amount due and owing or to notify the Franchising Authority if it disagrees with the Franchising Authority's determination. The Franchising Authority and Grantee shall discuss all disputed amounts. In the event the parties are not able to reach an agreement on mutually acceptable terms and conditions, either party may pursue their legal remedies. The entire reasonable costs of such audit or inspection shall be borne by the Grantee if the review results in an underpayment of five percent (5%) or more for the period under review.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records at its business office in Oregon regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records related to this Franchise Agreement or required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which is proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information, subject to Oregon's public records disclosure laws. The Grantee shall not be required to provide

Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably shown by the Grantee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary under federal or Oregon law, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 8 - Transfer or Change of Control of Cable System or Franchise.

Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Two Million Dollars (\$2,000,000.00) for bodily injury or death to any one person, and Four Million Dollars (\$4,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and Two Million Dollars (\$2,000,000.00)

for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable State law. The Grantee shall defend, indemnify, and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

9.2. Indemnification. The Grantee shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Grantee's construction, operation, maintenance, or removal of the Cable System within the Franchise Area. Such indemnification shall include, but not be limited to: reasonable attorneys' fees, costs, or expenses. This duty to defend, indemnify and hold harmless shall not extend to any negligence or gross negligence of the Franchising Authority or its officers, employees, and agents. The Franchising Authority shall provide Grantee with prompt written notice to indemnify and defend any such claims. The Franchising Authority may, at its own cost, defend or participate in the defense of a claim.

SECTION 10 - Performance and Construction Bonds

Within sixty (60) days following receipt of written request from Franchising Authority, Grantee shall post a performance bond in the amount of \$50,000 as surety for the faithful performance and discharge by Grantee of all obligations imposed by this Franchise Agreement. The performance bond shall remain in force and effect throughout the Term of this Franchise Agreement. If Grantee fails to timely pay an assessment of liquidated damages or franchise fees, the Franchising Authority shall give Grantee twenty (20) business days' notice of its intent to draw the amount owed from the performance bond. The Franchising Authority may not draw from the security bond while any court action appeal or other process has been instituted by Grantee to challenge the amount owed.

SECTION 11 - System Description and Service

11.1. System Capacity. During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of eighty-five (85) channels of video programming with satisfactory reception available to its customers in the Franchise Area.

11.2. Service to Governmental and Institutional Facilities. The parties acknowledge that as of the Effective Date of this Franchise agreement, Grantee continues to provide at no cost one (1) Complimentary Basic Video Services and one (1) outlet to

certain schools, libraries, and public institutions within the Franchise Area, that are within 125 feet of the Grantee's distribution cable. For purposes of this subsection, "Basic" shall mean the most basic level of service offered by the Grantee. In the event Grantee elects, to the extent permitted by Applicable Laws, to invoice the Grantor for Complimentary Services, Grantee agrees that it will do so only after providing City and affected agencies with one hundred twenty (120) days' prior written notice. Grantee agrees not to unfairly or unreasonably discriminate against the Grantor with respect to other Oregon served local franchising authorities, with respect to the costs to be imposed for Complimentary Services. Grantee cannot charge more than the marginal cost if it elects to invoice for Cable Services, which would be the same as those charged to other local franchising authorities in Oregon.

The Grantor shall have the right to discontinue the receipt of all or a portion of the Complimentary Services provided by the Grantee in the event Grantee elects to impose a charge against the Grantor for the Complimentary Services as set forth in the preceding paragraph.

SECTION 12 - Enforcement or Termination of Franchise

12.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

12.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps, to the Franchising Authority's satisfaction, to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

12.3 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority, after providing the notice and hearing process described below, may:

12.3.1. Revoke this Franchise for violation of any material Franchise provision; or

12.3.2. Seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

12.3.3. Establish and impose a lesser sanction, which may include imposing liquidated damages of not more than five hundred dollars (\$500.00) for each offense.

12.4 Default of a Material Breach. In the case of a default of a material provision of the Franchise as described in this Section 12.3, the Franchising Authority may declare the Franchise Agreement to be revoked only after providing the following:

12.4.1 Notice. The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of one or more instances of noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or if the Grantee's response does not propose a satisfactory remedy, the Franchising Authority may then seek to revoke the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

12.4.2 Hearing. At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked, or some other action taken. The public hearing shall be on the record and written minutes of the Franchising Authority shall be made available to the Grantee within ten (10) business days. The Grantee may, at its cost, make arrangements for a written transcript of the hearing. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to a court of competent jurisdiction. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

12.5. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures, or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

12.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

12.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or

which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

12.6 Remedies Not Exclusive. All remedies and penalties under this Franchise, including revocation, are cumulative and the recovery or enforcement of one is not a bar to the recovery or enforcement of another. The Franchising Authority reserves the right to avail itself of any and all remedies available to it under law or equity. Failure to enforce shall not be deemed a waiver of any such right.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service. General electronic notifications may be used as appropriate. All notifications should be addressed as follows:

To the Franchising Authority:

City of Junction City
Attention: City Administrator/Recorder
P.O. Box 250 / 680 Greenwood St.
Junction City, OR 97448

To the Grantee:

Comcast Cable
Attn: Government Affairs
11308 SW 68th Parkway
Tigard, OR 97223

13.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements, and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Oregon, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Oregon, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, the Grantee and the Franchising Authority may have under federal or state law unless such waiver is expressly stated herein.

13.9. Binding Agreement. This Franchise and the written acceptance by Grantee constitute a binding contract between the Grantee and the Franchising Authority. By accepting the Franchise, Grantee acknowledges and accepts the City's legal right to issue and enforce the Franchise and agrees to comply with the provisions of this Franchise, consistent with applicable law.

13.10. Effective Date. The effective date of this Franchise shall be the date the ordinance adopting this Franchise is made effective.

By executing this Agreement, the undersigned warrant and declare that each has the authority to and consent of their respective entities to execute this Agreement:

City of Junction City, Oregon:

By: _____

Name: _____

Title: _____

Date: _____

Comcast of Oregon II, Inc.

By: _____

Name: _____

Title: _____

Date: _____

ORDINANCE NO. ____

**AN ORDINANCE GRANTING TO HUNTER COMMUNICATIONS & TECHNOLOGIES LLC, A
NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A
FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHTS-OF-WAY; AND TO
PROVIDE FIBER-BASED SERVICES IN THE CITY OF JUNCTION CITY, OREGON
EFFECTIVE _____**

THE CITY OF JUNCTION CITY ORDAINS AS FOLLOWS:

Section 1. Definitions - as used in this ordinance:

"City" means City of Junction City, Oregon.

"Grantee" means Hunter Communications & Technologies LLC., the grantee of rights under this franchise, including its successors or assigns.

"Council" means the City Council of the City of Junction City, Oregon.

"Data Services" means the transmission of information, facts, concepts or instructions in a formalized manner, suitable for communication, interpretation or processing, by any means or protocol of transmission, and the equipment necessary for such transmission. Voice and video services are sometimes included in data services. The definitions here are stated separately so as to be inclusive rather than exclusive of forms of fiber-based services. Includes the sending and receiving of data from and to any ultimate customer.

"Facilities" means the conduits, cables, poles, wires, fibers, fixtures, underground lines, manholes and appurtenances thereto, including other technical Facilities necessary for the purpose of providing data, voice and video services.

"Gross revenues" means all revenues earned and received by the Grantee in the delivery of data, voice and video services within the City of Junction City and is further defined in Section 8.

"Person" means any person, firm, partnership, association, corporation, limited liability company or organization of any kind.

"Rights of way" include streets, land paths, boulevards, avenues, circles, drives, lanes, roads, highway, bridges, alleys, sidewalks, and public utility easements, including the subsurface under and air space over these areas and similar public ways and extensions and additions thereto. This definition applies only to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such areas for siting telecommunications facilities. "Rights of way" excludes other property owned by the City, such as parks or public buildings.

"Video Services" means the transmission by any means or technology, of visual images, including moving and still images intended for perception by the human eye, either as a one way or two-way transmission, and all equipment or facilities necessary for such transmission.

"Voice Services" includes providing processing and transmission of voice communications, including all equipment associated with such transmission. It also includes services related to or commonly sold in connection with the transmission of voice communications, such as, but not limited to, call waiting, call forwarding, voice mail and similar services. "Voice Services" includes all forms of transmission of voice communications, regardless of the medium or method of transmission.

"Ultimate consumer" means any entity that obtains services transmitted over Grantee's Facilities for its own use by any means, including purchase, lease or direct receipt of such services.

Section 2. Grant of Authority. City grants to Grantee the right and privilege, subject to all City of Junction City ordinances, policies, rules and regulations, including but not limited to Junction City Code, Chapter 5.10, to construct, install, maintain and operate over, in, on and under the present and future City rights of way of the City of Junction City Facilities necessary for the purpose of providing Voice, Video or Data services over fiber. This franchise is not exclusive, and City reserves the right to grant a similar privilege to any other Person at any time during the period of this franchise. This grant is further subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's right to use the rights of way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. This franchise does not grant any rights with regard to attaching to or using any City or public property located within the rights-of-way (i.e., streetlights or conduit). Such additional use of City property may be granted on an individual basis under a separate arrangement.

Section 3. Compliance with Laws, Rules and Regulations. The locations and methods of installation and maintenance of all Grantee's Facilities shall be subject at all times to regulation by the City (including City's ordinances and policies on street cuts and use of right-of-way), and all such Facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. Nothing herein however shall be construed to change or modify any applicable Oregon law regarding Grantee's ability to recover costs for any relocation of its Facilities. All of such Facilities shall be installed and at all times maintained by Grantee in accordance with industry standards. Grantee shall change the location of or remove any pole, conduit, structure or Facility within the public right of way when the City determines that the public convenience requires such changes or removal. The expense of said change shall be paid by Grantee.

Section 4. Grantee Liability, Indemnification of City and Insurance.

1. Grantee shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
2. To the fullest extent permitted by law, Grantee shall defend, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee in the construction, operation or maintenance of its Facilities or under this Agreement, provided such loss or claim is not as a result of the City's sole negligence. Nothing contained in this foregoing indemnity provision or any other indemnity provision in this franchise, shall be construed to require the Grantee to indemnify the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on behalf of the City for damages, losses, liabilities, costs and expenses due to the sole negligence or willful misconduct of the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on the City's behalf. The City acknowledges that under no circumstances will the Grantee be liable under this franchise for special, consequential or punitive damages or damages with respect to economic loss.
3. This franchise shall not be effective until Grantee secures, and shall at all times be conditioned upon Grantee maintaining, a comprehensive liability insurance policy which shall contain the following provisions:
 - a. Grantee shall obtain, at Grantee's expense, and keep in effect at all times during the term of this franchise, public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, from claims arising from claims referred to in section 4.2. The insurance shall provide coverage at all times of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages, plus cost of defense; or a single limit policy of not less than \$4,000,000 covering all claims per occurrence, plus cost of defense. The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.
 - b. Grantee, and its subcontractors, if any, will comply with the Oregon Worker's Compensation Law at all times.
 - c. City, its officers, directors, and employees shall be added as additional insured with respect to the Grantee's general liability insurance policy. Grantee will require that its insurance carrier give the City

- 30 days written notice of any change in insurance coverage.
- d. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to City. Any failure to comply with this provision will not affect the insurance coverage provided to City. The 30 days' notice of cancellation provision shall be physically endorsed on the policy.
 - e. Coverage provided by Grantee must be underwritten by an insurance company deemed acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating or not authorized to transact business in Oregon.
 - f. As evidence of the insurance coverage required by this franchise, Grantee shall furnish a Certificate of Insurance to City. This franchise shall not be in effect until the required certificates have been received and approved by City. The Certificate will specify and document all provisions within this franchise. A renewal certificate will be sent to City 10 days prior to coverage expiration.

Section 5. Conditions on Right of Way Occupancy.

1. **Use.** Grantee shall construct, install, maintain and operate its Facilities in designated City rights of way to the industry standard and City's satisfaction, in compliance with all state laws and regulations and City ordinances, rules, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places.
2. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Grantee, Grantee shall, at its own cost and expense and in a manner approved by City, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. If Grantee fails to make restoration as required, City may cause the repairs to be made at the expense of Grantee.
3. **Relocation.** Except as provided below, if the removal or relocation of Facilities is caused directly by an identifiable private development of property and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer provided it is not contrary to any laws. Grantee shall be solely responsible for enforcing collection from the developer or customer. City may require Grantee to relocate its Facilities. If the removal or relocation of Facilities results from City's need to provide public Facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Grantee will remove or relocate its Facilities at Grantee's expense within a reasonable time frame after notification by City. In cases of capital improvement projects undertaken by City, Grantee shall convert existing overhead distribution Facilities to underground at Grantee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion. In the event that any electric utilities, cable facilities and telecommunication facilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telecommunications, electrical or other utilities.
4. **Placement of Facilities.** Grantee shall not place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Grantee will consult with City's Public Works Department prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right of way of the City, Grantee must also locate and relocate its facilities underground.
5. **Temporary Rearrangement of Facilities.** Grantee shall, consistent with City policies, ordinances, rules and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its Facilities. Nothing contained in this section shall preclude City from requiring Grantee to move its Facilities at its own expense when public convenience requires the move, as described in Subsections 3 and 4 of this section.

Section 6. Transfer of Franchise. Grantee shall not sell, assign, dispose of, lease or transfer in any manner

whatsoever any interest in this franchise or in the Facilities authorized by this franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Grantee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by Grantee, or any Person that owns or controls the Grantee. Grantee shall notify the City thirty (30) days prior to any such sale, assignment or transfer.

Section 7. City Rights in Franchise.

1. **City Supervision and Inspection.** City shall have the right to supervise all construction or installation of Grantee's Facilities subject to the provisions of this franchise and make such inspections as it shall find necessary to ensure compliance with governing laws, ordinances, rules and regulations.
2. **Termination or Abandonment of Franchise.** Upon any termination of this franchise, all Facilities installed or used by Grantee shall be removed by Grantee at Grantee's expense and the property upon which the Facilities were used restored by Grantee to the condition it was in before installation except that City or its designee shall have the following options after termination of this franchise:
 - a. City or its designee may elect to acquire the Facilities for their fair market value consistent with any applicable law; and
 - b. Value shall be determined by an appraiser who is mutually acceptable to City and Grantee. In the event that City and grantee are unable to agree on a single appraiser, then the City and Grantee shall each appoint an appraiser, and those two appraisers shall select a third appraiser. The opinion of any two appraisers shall be determinative of the value of the Facilities.
 - c. City agrees to provide Grantee with written notice of its intention to acquire Grantee's Facilities pursuant to this section within 120 days after termination of this franchise by City, or City's declaration of Facilities abandonment by Grantee, with the closing of the acquisition to occur as soon thereafter as is practicable.
3. **City Connection to Facilities.** In addition to City's other rights in this franchise, and so long as Grantee has sufficient capacity on its Facilities that is not being used by a paying customer at that time, City shall have the right to obtain services from Grantee at the Grantee's most favorable rate applicable to those services. Nothing in this subsection shall affect Grantee's obligation to pay franchise fees to the City under Section 8 of this Ordinance.

Section 8. Franchise Fee (Compensation for Use of the Rights of Way).

1. In consideration of the rights, privileges, and franchise hereby granted, Grantee shall pay monthly to City the sum of five percent (5%) of gross revenue earned from all telecommunications services, specifically including data, voice and video services, provided by Grantee through Grantee's use of the City rights of way. Grantee also may at its option deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues. Gross revenues does not include taxes, fees or assessments of general applicability collected by the Grantee from Ultimate consumers for pass-through to a government agency or revenue paid directly by the United States of America or any of its agencies.
2. The fee required by this section shall be due and payable within 60 days after the end of each applicable calendar quarter. Any payment not made when due shall bear interest at the rate of 12% per annum, compounded monthly, from the date due until paid.
3. City's acceptance of any payments due under this section shall not be considered a waiver by City of Junction City any breach of this franchise.
4. Grantee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable statutes.

Section 9. Grantee Records and Reports.

1. Grantee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days prior written notice, during normal working hours. City may require periodic reports from Grantee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits of Grantee's records. Such audits shall be undertaken by a qualified person or entity selected by City. The cost of any such audit shall be borne by City, unless the results of any such audit reveal an underpayment of more than 5% of the franchise fee for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Grantee. Grantee shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.
2. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

Section 10. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to require Grantee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, making an inspection, or performing any other service for or in connection with Grantee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City.

Section 11. Enforcement and Termination of Franchise for Violation.

1. Default: Time of payment and performance are of the essence in the franchise. The following shall be events of default:
 - a. Default in Payments. The failure of Grantee to pay City when due any amounts required by the franchise and such failure continues for a period of ten (10) days after the first overdue notice.
 - b. Default in Other Covenants. The failure of Grantee to perform any of the covenants and conditions required herein to be kept and performed by Grantee, and such failure continues for a period of 30 days after notice from City of Junction City such failure.
2. **Termination.** Upon the occurrence of an event of default, this franchise may be terminated at the option of City by notice in writing to Grantee given within 30 days of the date of default. If this franchise is not terminated by election of City, Grantee shall pay to City the sum of \$100 per day for each day the default continues along with any additional damages suffered by City as a result of Grantee's default.

Section 12. Remedies not Exclusive; Waiver. All remedies under this ordinance, including termination of franchise, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

Section 13. Franchise Term. This franchise is granted for a term of five years beginning on the date on which this franchise ordinance is approved. City agrees to renegotiate in good faith a renewal of this franchise for a similar term if this franchise is not in default at its expiration.

Section 14. Acceptance of Franchise. Within 30 days from the adoption of this ordinance, Grantee shall file with the City Recorder a written unconditional acceptance of this franchise executed by its duly authorized representative and all of its terms and conditions, and if it fails to do so, this ordinance shall be void and of no effect. This Ordinance shall become effective the day after Grantee's acceptance is filed with the City.

Section 15. Severability. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

Section 16. Notices. Any notice required or permitted under this franchise shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY:

City of Junction City
Attn: City Administrator

TO GRANTEE:
Hunter Communications
Attn: Contract Administration
801 Enterprise Dr.
Central Point, OR 97502

Or

115 Cleveland St.
Eugene, OR 97402

or to such other address as may be specified from time to time by either party in writing.

Section 17. Interpretation/Jurisdiction. This franchise shall be deemed to have been entered into in Lane County, Oregon. Jurisdiction of any dispute shall be in the circuit court of the State of Oregon, and venue shall be in Lane County, Oregon. Interpretation of the franchise shall be governed by laws of the State of Oregon.

Section 18. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with the provisions of this Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Facilities are attached, as well as unavailability of materials and/or qualified labor to perform the necessary work.

Passed by the Council of the City of Junction City this ____ day of _____, 20__, by the following vote:

AYES _____

NAYS _____

Approved by the Mayor this ____ day of _____, 20__.

MAYOR

ATTEST:

City Recorder

Accepted:

Hunter Communications & Technologies LLC.

Date

FINANCE & JUDICIARY COMMITTEE

AGENDA ITEM SUMMARY



Spending Authority

Meeting Date: November 7, 2024
Department: Finance
www.junctioncityoregon.gov

Agenda Item Number: 6
Staff Contact: Mike Crocker
Contact Telephone Number: 541-998-2153

ISSUE STATEMENT

This is an update that will include staff recommendations to update resolution 1004.

The City's spending authority contained in Resolution 1004 defines the spending authority for the City Administrator and staff. It is used as a guide as expenditures are executed and for the Finance Department to monitor proper authorization for all City expenditures.

The Spending authority is also monitored by the City's outside auditors to verify proper authorization for financial transactions.

BACKGROUND

The current spending levels resolution has not been updated since 2009. Due to rising prices, this has meant that the spending ability of staff has decreased over the past 15 years. This also causes the Finance Department to enforce transaction authorizations that could be within the authority of the individual staff member making the purchase.

RELATED CITY POLICIES

Fiscal policy for Expenditures and Purchasing, adopted February 26, 2013.

COMMITTEE OPTIONS

1. Request additional information from staff
2. Forward to Council with a recommendation

ATTACHMENTS

- A. Draft Spending Authority Resolution
- B. Resolution 1004 – Purchasing Authority & Spending Limits

FOR MORE INFORMATION

Staff Contact: Mike Crocker

Telephone: 541-998-2153

Staff E-Mail: mcrocker@ci.junction-city.or.us

A RESOLUTION ESTABLISHING PURCHASING AUTHORITY AND SPENDING LIMITS FOR THE CITY OF JUNCTION CITY'S STAFF MEMBERS AND THE CITY COUNCIL; DEFINING THE CITY'S COMPREHENSIVE AND OFFICIAL PROCUREMENT POLICY; AND REQUIRING THE DEVELOPMENT OF A DOCUMENT THAT INCLUDES PROCUREMENT RELATED RULES, PROCEDURES, AND PROCESSES.

WHEREAS, the City of Junction City has adopted Ordinance No. 1143, establishing Public Contracting Rules for the City of Junction City; and

WHEREAS, Ordinance No. 1143 and the rules adopted thereunder define the term "Contracting Agency" as the City Council, and allow that the City Administrator, his or her designee, or any other designated purchasing agent may exercise all public contracting authorities, powers and duties of the Contracting Agency, unless otherwise established by City policy; and

WHEREAS, Ordinance No. 1113 established Council Committees, and the City and Council thereafter created said Committees, accordingly; and

WHEREAS, a function of the Committees is to offer guidance to staff and to provide information and recommendations to the full City Council; and

WHEREAS, the daily operations of the City require initiating and conducting procurements by cash/charge sales, lease agreements, grant agreements, consultant agreements, credit cards, and contracts; and

WHEREAS, it is in the City's best interest to handle procurements in a consistent and legal manner; and

WHEREAS, it is also in the best interest of the City to receive quality products and services that meet expectations, obligations, and conditions and to have appropriate documentation for tracking and payment purposes; and

WHEREAS, the City Council, by this policy, wishes to delegate some Contracting Agency authority to specific City staff and establish spending limits; now, therefore,

THE CITY OF JUNCTION CITY DOES RESOLVE AS FOLLOWS:

1. Definitions. For the purposes of this resolution and the related policies, rules, and procedures the following terms shall have the following meanings:
 - 1.1 "Emergency" means circumstances that: (1) could not have been reasonably foreseen; (2) create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and (3) require prompt execution of a contract to remedy the condition.
 - 1.2 "Procurement" means the act of purchasing, leasing, renting or otherwise acquiring goods or services. Procurement includes each function and procedure undertaken or required to be undertaken by the Contracting Agency to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Public Contract Code.
 - 1.3 "Department Heads" are Finance Director, Public Works Director, Police Chief and the Human Resources and Administrative Services

Manager.

1.4 All other terms are as defined within the Public Contracting Code (ORS 279A, Band C) and the City's Public Contracting Rules.

2. **Rules and Procedures.** The City Council hereby directs the City Administrator, or the Administrator's designee, to develop comprehensive documents which include rules, procedures, and operational direction for all City staff to follow when planning, handling, and approving procurements.
3. **Policy.** Upon development, the Administrator's Procurement rules and procedures together with this resolution and Ordinance No. 1143, will constitute the Comprehensive and Official City of Junction City Procurement Policies (Procurement Policy).
4. **Scope.** The Procurement Policies apply to all City staff members and to all types of procurements regardless of the item procured or method of payment (i.e. credit card, check, contracts, or loan proceeds).
5. **City Administrator.** The City Administrator will function as a Purchasing Agent for the City and is hereby authorized to exercise all authority, powers, and duties of the Contracting Agency under the City's Procurement Policy up to a maximum of \$30,000 per procurement for day to day operations, and up to a maximum of \$60,000 in an emergency.
 - 5.1 The City Administrator is also hereby authorized to approve contract change orders of 5% or less of the original contract amount up to a maximum of \$50,000, or as otherwise authorized by the Council.
 - 5.2 The Administrator shall: (1) enforce the City's Procurement Policies, including but not limited to the rules and procedures of the procurement policies; (2) propose changes, as needed; and (3) oversee the procurement related activities of all City employees, independent contractors, and consultants working on behalf of the City.
6. **Department Heads.** Department Heads are hereby authorized to also exercise the authority, powers, and duties of the Contracting Agency under the City's Procurement Policy up to a maximum of \$5,000 per procurement for day to day operations, and up to a maximum of \$10,000 in an emergency.
 - 6.1 Department Heads, at their discretion, can delegate their spending authority to any or all City staff members within their respective departments; however, each Department Head is ultimately responsible for every procurement made within their department.
 - 6.2 Any delegation of spending authority to non-Department Heads shall be documented in writing. ~~A copy of that document shall be provided to all employees within that department.~~ A copy shall also be submitted to the ~~City Recorder and the~~ Finance Director on a Finance Department approved form. It is the responsibility of each Department Head to update such written delegations and to provide copies of such updates to the ~~City Recorder and~~ Finance Director as soon as changes are made.
7. **Emergency Procurements.** In an emergency, staff must contact their Department Head or, if the staff member is a Department Head, the City

Administrator, to obtain procurement authority prior to obligating the City. If the Department Head or City Administrator cannot be reached by telephone, the staff member will leave a message, including a return telephone number and the physical site of the emergency.

After the emergency has been alleviated, every hour the staff member must attempt to contact the Department Head or the City Administrator, either by phone or in person. If oral contact is not made within the first 24 hours, the staff member will send a detailed email to the Department Head or the City Administrator. Staff shall also prepare and submit to the appropriate Department Head a written report within two (2) working days. The report must describe the emergency, the response action taken, and outline further action required. The report must be accompanied by all documents financially obligating the City.

The City Council, at its next regularly scheduled meeting, will be informed of all emergency procurements in the amount of \$10,000 or more.

8. Staff Responsibilities. All City staff members have the following responsibilities: (1) Adhere to all applicable spending limits; (2) Abide by the City's Procurement Policy; and (3) Use the City's money in a fiscally responsible manner. "Fiscally responsible" requires expenditures in accordance with all budgeting and public contracting laws, rules, and regulations, as well as common sense practices, including, but not limited to, fully evaluating a particular need, comparison shopping of price and product, minimizing waste, product inspection, monitoring contractual obligations of both City and City contractors, and verifying the accuracy of invoices and payment requests.
9. Committee Review. A Department Head or the City Administrator may present anticipated procurements in the amount of \$30,000 or less to the appropriate Council Committee for review and guidance. Department Heads and the City Administrator shall present procurements over \$30,000 to the appropriate Council Committee for review and recommendation to the City Council.

While Council Committees can recommend action to the City Council, no Committee holds any independent spending authority.

10. Finance Director. In addition to all the duties delegated herein and as otherwise established, the Finance Director shall develop, update and distribute internal procurement related forms; maintain a list of prospective service providers and consultants; update all necessary City financial records and logs; and file with the City Recorder any original contracts, agreements, sealed bid and proposal documents. The Finance Director will also assist with the following tasks:
 - (1) Internal reviews, processes, and documents before and after procurement action;
 - (2) Determination of need and coordination of legal review of procurement documents;
 - (3) Review for compliance with current year's adopted budget;
 - (4) Contract renewal and/or review; and
 - (5) Completion of evaluation forms for service providers, contractors, products, and/or consultants.
11. City Recorder. In addition to all the duties delegated herein and as otherwise established, the City Recorder shall file all original procurement

related documents and records, and maintain a retention schedule of those documents according to State Records Retention Laws.

12. Budget Implications. Notwithstanding the delegation of authority granted and limits set herein, procurements shall not be undertaken for expenditures beyond budgetary appropriations. Procurements with this potential will be discussed with the City Administrator and the Finance Director, as necessary, to ensure that all the appropriate steps are taken to comply with the adopted budget and all applicable budget laws.
13. Signature Authority. Unless otherwise specified by motion of the City Council, the City Administrator holds authority to sign all procurements and other written financial obligations of the City in amounts no more than the Administrator's spending authority. The Mayor shall sign such obligations in amounts greater than the Administrator's spending authority.

Passed by the Council this ___th day of _____ 20__.

Approved by the Mayor this ___th day of _____ 20__.

ATTEST:

APPROVED:

Draft

RESOLUTION NO. 1004

A RESOLUTION ESTABLISHING PURCHASING AUTHORITY AND SPENDING LIMITS FOR THE CITY OF JUNCTION CITY'S STAFF MEMBERS AND THE CITY COUNCIL; DEFINING THE CITY'S COMPREHENSIVE AND OFFICIAL PROCUREMENT POLICY; AND REQUIRING THE DEVELOPMENT OF A DOCUMENT THAT INCLUDES PROCUREMENT RELATED RULES, PROCEDURES, AND PROCESSES.

WHEREAS, the City of Junction City has adopted Ordinance No. 1143, establishing Public Contracting Rules for the City of Junction City; and

WHEREAS, Ordinance No. 1143 and the rules adopted thereunder define the term "Contracting Agency" as the City Council, and allow that the City Administrator, his or her designee, or any other designated purchasing agent may exercise all public contracting authorities, powers and duties of the Contracting Agency, unless otherwise established by City policy; and

WHEREAS, Ordinance No. 1113 established Council Committees, and the City and Council thereafter created said Committees, accordingly; and

WHEREAS, a function of the Committees is to offer guidance to staff and to provide information and recommendations to the full City Council; and

WHEREAS, the daily operations of the City require initiating and conducting procurements by cash/charge sales, lease agreements, grant agreements, consultant agreements, credit cards, and contracts; and

WHEREAS, it is in the City's best interest to handle procurements in a consistent and legal manner; and

WHEREAS, it is also in the best interest of the City to receive quality products and services that meet expectations, obligations, and conditions and to have appropriate documentation for tracking and payment purposes; and

WHEREAS, the City Council, by this policy, wishes to delegate some Contracting Agency authority to specific City staff and establish spending limits; now, therefore,

THE CITY OF JUNCTION CITY DOES RESOLVE AS FOLLOWS:

1. Definitions. For the purposes of this resolution and the related policies, rules, and procedures the following terms shall have the following meanings:
 - 1.1 "Emergency" means circumstances that: (1) could not have been reasonably foreseen; (2) create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and (3) require prompt execution of a contract to remedy the condition.
 - 1.2 "Procurement" means the act of purchasing, leasing, renting or otherwise acquiring goods or services. Procurement includes each function and procedure undertaken or required to be undertaken by the Contracting Agency to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Public Contract Code.

- 1.3 All other terms are as defined within the Public Contracting Code (ORS 279A, B and C) and the City's Public Contracting Rules.
2. Rules and Procedures. The City Council hereby directs the City Administrator, or the Administrator's designee, to develop a comprehensive document which includes rules, procedures, and operational direction for all City staff to follow when planning, handling, and approving procurements. This document will be labeled an "Administrative Rule and Standard Operating Procedure" (ARSOP) and entitled, "Procurements A to Z." The procurement ARSOP will be incorporated into the ARSOP Manual within each City department.
 3. Policy. Upon its development, the Administrator's Procurement ARSOP, together with this resolution and Ordinance No. 1143, will constitute the Comprehensive and Official City of Junction City Procurement Policy (Procurement Policy).
 4. Scope. The Procurement Policy applies to all City staff members and to all types of procurements regardless of the item procured or method of payment (i.e. credit card, check, contracts, or loan proceeds).
 5. City Administrator. The City Administrator will function as a Purchasing Agent for the City and is hereby authorized to exercise all authority, powers, and duties of the Contracting Agency under the City's Procurement Policy up to a maximum of \$15,000 per procurement for day to day operations, and up to a maximum of \$25,000 in an emergency.
 - 5.1 The City Administrator is also hereby authorized to approve contract change orders of 5% or less of the original contract amount up to a maximum of \$25,000, or as otherwise authorized by the Council.
 - 5.2 The Administrator shall: (1) enforce the City's Procurement Policy, including but not limited to the rules and procedures of the Procurement ARSOP; (2) propose changes, as needed; and (3) oversee the procurement related activities of all City employees, independent contractors, and consultants working on behalf of the City.
 6. Department Heads. Department Heads are hereby authorized to also exercise the authority, powers, and duties of the Contracting Agency under the City's Procurement Policy up to a maximum of \$5,000 per procurement for day to day operations, and up to a maximum of \$10,000 in an emergency.
 - 6.1 Department Heads, at their discretion, can delegate their spending authority to any or all City staff members within their respective departments; however, each Department Head is ultimately responsible for every procurement made within their department.
 - 6.2 Any delegation of spending authority to non-Department Heads shall be documented in writing. A copy of that document shall be provided to all employees within that department. A copy shall also be submitted to the City Recorder and the Finance Director. It is the responsibility of each Department Head to update such written delegations and to provide copies of such updates to the City Recorder and Finance Director as soon as changes are made.
 7. Emergency Procurements. In an emergency, staff must contact their Department Head or, if the staff member is a Department Head, the City

Administrator, to obtain procurement authority prior to obligating the City. If the Department Head or City Administrator cannot be reached by telephone, the staff member will leave a message, including a return telephone number and the physical site of the emergency.

After the emergency has been alleviated, every hour the staff member must attempt to contact the Department Head or the City Administrator, either by phone or in person. If oral contact is not made within the first 24 hours, the staff member will send a detailed email to the Department Head or the City Administrator. Staff shall also prepare and submit to the appropriate Department Head a written report within two (2) working days. The report must describe the emergency, the response action taken, and outline further action required. The report must be accompanied by all documents financially obligating the City.

The City Council, at its next regularly scheduled meeting, will be informed of all emergency procurements in the amount of \$5,000 or more.

8. Staff Responsibilities. All City staff members have the following responsibilities: (1) Adhere to all applicable spending limits; (2) Abide by the City's Procurement Policy; and (3) Use the City's money in a fiscally responsible manner. "Fiscally responsible" requires expenditures in accordance with all budgeting and public contracting laws, rules, and regulations, as well as common sense practices, including, but not limited to, fully evaluating a particular need, comparison shopping of price and product, minimizing waste, product inspection, monitoring contractual obligations of both City and City contractors, and verifying the accuracy of invoices and payment requests.
9. Committee Review. A Department Head or the City Administrator may present anticipated procurements in the amount of \$15,000 or less to the appropriate Council Committee for review and guidance. Department Heads and the City Administrator shall present procurements over \$15,000 to the appropriate Council Committee for review and recommendation to the City Council.

While Council Committees can recommend action to the City Council, no Committee holds any independent spending authority.

10. Finance Director. In addition to all the duties delegated herein and as otherwise established, the Finance Director shall develop, update and distribute internal procurement related forms; maintain a list of prospective service providers and consultants; update all necessary City financial records and logs; and file with the City Recorder any original contracts, agreements, sealed bid and proposal documents. The Finance Director will also assist with the following tasks:
 - (1) Internal reviews, processes, and documents before and after procurement action;
 - (2) Determination of need and coordination of legal review of procurement documents;
 - (3) Review for compliance with current year's adopted budget;
 - (4) Contract renewal and/or review; and
 - (5) Completion of evaluation forms for service providers, contractors, products, and/or consultants.
11. City Recorder. In addition to all the duties delegated herein and as otherwise established, the City Recorder shall file all original procurement

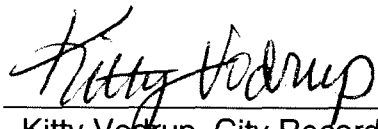
related documents and records, and maintain a retention schedule of those documents according to State Records Retention Laws.

12. Budget Implications. Notwithstanding the delegation of authority granted and limits set herein, procurements shall not be undertaken for expenditures beyond budgetary appropriations. Procurements with this potential will be discussed with the City Administrator and the Finance Director, as necessary, to ensure that all the appropriate steps are taken to comply with the adopted budget and all applicable budget laws.
13. Signature Authority. Unless otherwise specified by motion of the City Council, the City Administrator holds authority to sign all procurements and other written financial obligations of the City in amounts no more than the Administrator's spending authority. The Mayor shall sign such obligations in amounts greater than the Administrator's spending authority.

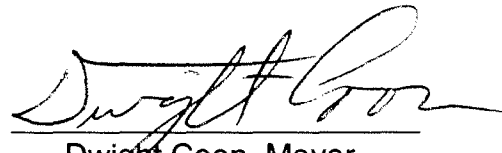
Passed by the Council this 10th day of November 2009.

Approved by the Mayor this 10th day of November 2009.

ATTEST:


Kitty Vodrup, City Recorder

APPROVED:


Dwight Coon, Mayor



FINANCE JUDICIARY COMMITTEE MEETING

AGENDA FORECASTER

November 7, 2024

TABLE OF CONTENTS

Contents

Current Business Items _____	1
Pending Business Items _____	2
Future Business Items _____	3
2024 Committee Meeting Calendar _____	5

CURRENT BUSINESS ITEMS – NOVEMBER 7, 2024

Current Business Items – November 7, 2024

<u>Item</u>	Comcast and Humber Communications Franchise Agreements
<u>Requested By</u>	Jason Knope, City Administrator
<u>Date Last at Committee</u>	11/7/24
<u>Current Agenda Item Number</u>	5
<u>Item Description</u>	Franchise Agreements
<u>Current Status/Update:</u>	New Item

<u>Item</u>	Spending Authority Resolution Update
<u>Requested By</u>	Mike Crocker, Finance Director
<u>Date Last at Committee</u>	6/6/24
<u>Current Agenda Item Number</u>	6
<u>Item Description</u>	Update
<u>Current Status/Update:</u>	New Item

PENDING BUSINESS ITEMS

Pending Business Items

Item None

Requested By

Staff Contact

Date Last at Committee

Item Description

Current Status/Update

FUTURE BUSINESS ITEMS

Future Business Items

Item

RLF Fund Discussion

Requested By

Finance Committee Chair Leach

Item Description

Discussion with RLF Committee Member McDaniel. Continuing discussion about the purpose of the fund and potential uses. This is a continuing discussion from the November 4, 2021 Committee meeting.

Item

Review of City Retention Schedule

Requested By

Kitty Vodrup, City Recorder

Item Description

Review and discussion of the City's Record Retention Schedule.

Item

Health Benefits Contracts Fiscal Policy

Requested By

Mike Crocker, Finance Director

Item Description

Policy to reflect Council's direction to Staff for staff health benefits contracts. (January or February)

Item

Training Fee Code Update

Requested By

Mike Crocker, Finance Director

Item Description

Forwarded by the Court to update City Code.

FUTURE BUSINESS ITEMS

Item Telecom Ordinance
Requested By Jason Knope, City Administrator
Item Description
Updated telecom ordinance (November)

Item City Prosecutor Request for Proposals
Requested By Finance Director Crocker
Item Description
Request for Proposals for City Prosecutor contract services

Item Insurance Agent of Record Request for Proposals
Requested By Finance Director Crocker
Item Description
Request for Proposals for the City's insurance agent of record contract

Item Other Contracts to Review: Net Assets, Professional Credit Services, Wilson Heirgood, medical expense reimbursement plan.
Requested By Finance Director Crocker
Item Description
Misc Contracts to be Reviewed

2024 COMMITTEE MEETING CALENDAR

2024 Committee Meeting Calendar

Regular Meeting

Meeting Calendar 2024

January	February	March																																																																																																																																																										
<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td> </tr> <tr> <td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td> </tr> <tr> <td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td> </tr> <tr> <td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td> </tr> <tr> <td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td> </tr> <tr> <td colspan="7">3:00 11:00 17:00 25:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				3:00 11:00 17:00 25:00							<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td> </tr> <tr> <td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td> </tr> <tr> <td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td> </tr> <tr> <td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td> </tr> <tr> <td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td></td><td></td> </tr> <tr> <td colspan="7">2:00 9:00 16:00 24:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29			2:00 9:00 16:00 24:00							<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td>1 2</td> </tr> <tr> <td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td> </tr> <tr> <td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td> </tr> <tr> <td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td> </tr> <tr> <td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td> </tr> <tr> <td>31</td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="7">3:00 10:00 17:00 25:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa							1 2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							3:00 10:00 17:00 25:00						
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
	1	2	3	4	5	6																																																																																																																																																						
7	8	9	10	11	12	13																																																																																																																																																						
14	15	16	17	18	19	20																																																																																																																																																						
21	22	23	24	25	26	27																																																																																																																																																						
28	29	30	31																																																																																																																																																									
3:00 11:00 17:00 25:00																																																																																																																																																												
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
				1	2	3																																																																																																																																																						
4	5	6	7	8	9	10																																																																																																																																																						
11	12	13	14	15	16	17																																																																																																																																																						
18	19	20	21	22	23	24																																																																																																																																																						
25	26	27	28	29																																																																																																																																																								
2:00 9:00 16:00 24:00																																																																																																																																																												
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
						1 2																																																																																																																																																						
3	4	5	6	7	8	9																																																																																																																																																						
10	11	12	13	14	15	16																																																																																																																																																						
17	18	19	20	21	22	23																																																																																																																																																						
24	25	26	27	28	29	30																																																																																																																																																						
31																																																																																																																																																												
3:00 10:00 17:00 25:00																																																																																																																																																												
April	May	June																																																																																																																																																										
<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td> </tr> <tr> <td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td> </tr> <tr> <td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td> </tr> <tr> <td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td> </tr> <tr> <td>28</td><td>29</td><td>30</td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="7">1:00 8:00 15:00 23:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					1:00 8:00 15:00 23:00							<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td> </tr> <tr> <td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td> </tr> <tr> <td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td> </tr> <tr> <td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td> </tr> <tr> <td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td> </tr> <tr> <td colspan="7">1:00 7:00 15:00 23:00 30:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		1:00 7:00 15:00 23:00 30:00							<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td>1</td> </tr> <tr> <td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td> </tr> <tr> <td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td> </tr> <tr> <td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td> </tr> <tr> <td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td> </tr> <tr> <td>30</td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="7">6:00 14:00 21:00 28:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30							6:00 14:00 21:00 28:00						
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
	1	2	3	4	5	6																																																																																																																																																						
7	8	9	10	11	12	13																																																																																																																																																						
14	15	16	17	18	19	20																																																																																																																																																						
21	22	23	24	25	26	27																																																																																																																																																						
28	29	30																																																																																																																																																										
1:00 8:00 15:00 23:00																																																																																																																																																												
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
			1	2	3	4																																																																																																																																																						
5	6	7	8	9	10	11																																																																																																																																																						
12	13	14	15	16	17	18																																																																																																																																																						
19	20	21	22	23	24	25																																																																																																																																																						
26	27	28	29	30	31																																																																																																																																																							
1:00 7:00 15:00 23:00 30:00																																																																																																																																																												
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
						1																																																																																																																																																						
2	3	4	5	6	7	8																																																																																																																																																						
9	10	11	12	13	14	15																																																																																																																																																						
16	17	18	19	20	21	22																																																																																																																																																						
23	24	25	26	27	28	29																																																																																																																																																						
30																																																																																																																																																												
6:00 14:00 21:00 28:00																																																																																																																																																												
July	August	September																																																																																																																																																										
<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td> </tr> <tr> <td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td> </tr> <tr> <td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td> </tr> <tr> <td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td> </tr> <tr> <td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td> </tr> <tr> <td colspan="7">5:00 13:00 21:00 27:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				5:00 13:00 21:00 27:00							<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td> </tr> <tr> <td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td> </tr> <tr> <td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td> </tr> <tr> <td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td> </tr> <tr> <td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td> </tr> <tr> <td colspan="7">4:00 12:00 19:00 26:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	4:00 12:00 19:00 26:00							<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td> </tr> <tr> <td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td> </tr> <tr> <td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td> </tr> <tr> <td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td> </tr> <tr> <td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="7">2:00 11:00 17:00 24:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						2:00 11:00 17:00 24:00													
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
	1	2	3	4	5	6																																																																																																																																																						
7	8	9	10	11	12	13																																																																																																																																																						
14	15	16	17	18	19	20																																																																																																																																																						
21	22	23	24	25	26	27																																																																																																																																																						
28	29	30	31																																																																																																																																																									
5:00 13:00 21:00 27:00																																																																																																																																																												
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
				1	2	3																																																																																																																																																						
4	5	6	7	8	9	10																																																																																																																																																						
11	12	13	14	15	16	17																																																																																																																																																						
18	19	20	21	22	23	24																																																																																																																																																						
25	26	27	28	29	30	31																																																																																																																																																						
4:00 12:00 19:00 26:00																																																																																																																																																												
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
1	2	3	4	5	6	7																																																																																																																																																						
8	9	10	11	12	13	14																																																																																																																																																						
15	16	17	18	19	20	21																																																																																																																																																						
22	23	24	25	26	27	28																																																																																																																																																						
29	30																																																																																																																																																											
2:00 11:00 17:00 24:00																																																																																																																																																												
October	November	December																																																																																																																																																										
<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td></td> </tr> <tr> <td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td> </tr> <tr> <td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td> </tr> <tr> <td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td> </tr> <tr> <td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td> </tr> <tr> <td colspan="7">2:00 10:00 17:00 24:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa		1	2	3	4	5		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			2:00 10:00 17:00 24:00							<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td> </tr> <tr> <td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td> </tr> <tr> <td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td> </tr> <tr> <td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td> </tr> <tr> <td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td> </tr> <tr> <td colspan="7">1:00 9:00 15:00 22:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1:00 9:00 15:00 22:00							<table border="1"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td> </tr> <tr> <td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td> </tr> <tr> <td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td> </tr> <tr> <td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td> </tr> <tr> <td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="7">1:00 8:00 15:00 22:00 30:00</td> </tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					1:00 8:00 15:00 22:00 30:00													
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
	1	2	3	4	5																																																																																																																																																							
6	7	8	9	10	11	12																																																																																																																																																						
13	14	15	16	17	18	19																																																																																																																																																						
20	21	22	23	24	25	26																																																																																																																																																						
27	28	29	30	31																																																																																																																																																								
2:00 10:00 17:00 24:00																																																																																																																																																												
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
					1	2																																																																																																																																																						
3	4	5	6	7	8	9																																																																																																																																																						
10	11	12	13	14	15	16																																																																																																																																																						
17	18	19	20	21	22	23																																																																																																																																																						
24	25	26	27	28	29	30																																																																																																																																																						
1:00 9:00 15:00 22:00																																																																																																																																																												
Su	Mo	Tu	We	Th	Fr	Sa																																																																																																																																																						
1	2	3	4	5	6	7																																																																																																																																																						
8	9	10	11	12	13	14																																																																																																																																																						
15	16	17	18	19	20	21																																																																																																																																																						
22	23	24	25	26	27	28																																																																																																																																																						
29	30	31																																																																																																																																																										
1:00 8:00 15:00 22:00 30:00																																																																																																																																																												