

Agenda
Shady Cove Regular City Council Meeting
Thursday, April 6, 2023
6 PM

<https://us02web.zoom.us/j/82619150534?pwd=c3JzUGxETzNBMU9vaXB6SWWhKSThZz09>

Meeting ID: 826 1915 0534

Passcode: 462170

One tap mobile

+16699006833,,82619150534#,,,,*462170# US (San Jose)

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I. Call to Order

- A. Roll Call
- B. Pledge of Allegiance
- C. Announcements by Presiding Officer

1. This meeting is being digitally recorded.
2. The next regularly scheduled meeting of the City Council will be held on April 20, 2023 at 6 PM, both in Council Chambers and via Zoom.
3. The next regularly scheduled meeting and Public Hearing of the Planning Commission is April 13 at 6 PM, both in Council Chambers and via Zoom.
4. The next meeting of the Parks and Rec Commission is not scheduled at this time.
5. The next meeting of the Emergency Management Commission is not scheduled at this time.
6. The next meeting of the Events Committee is not scheduled at this time.
7. These meeting dates and times are subject to change.
8. Anyone wishing to address the City Council concerning items of interest may do so. The person addressing the Council must complete a Public Comment Card and submit it to the City Administrator prior to the meeting. All remarks will be addressed to the whole City Council and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Administrator, at TCorrigan@shadycove.org, no later than 4:00 PM the day of the meeting. The Council reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

II. Public Comment on Agenda Items

III. Consent Agenda (pgs.3-8)

- A. Minutes of 03/16/23
- B. Bills Paid 03/09/23 - 03/30/23 - \$9,463.25

IV. Items Removed from Consent Agenda

V. Staff Reports

- A. Jackson County Deputy
- B. Fire Chief Winfrey, FD4
- C. Commission/Committee Reports
- D. City Administrator

VI. Old Business

- A. Resolution # 23-01 A Resolution of the City of Shady Cove - Adopting Rules and Bylaws for Commissions, Committees, and Volunteer Groups (pgs.9-25)
- B. Reader Board Update
- C. Right-of-Way Ordinance (pgs. 26-48)

VII. New Business

- A. Schedule Next Workshop

VIII. Written Communication

IX. Public Comment on Non-Agenda Items

X. Council Comments on Non-Agenda Items

- A. Mayor Ball
- B. Councilor Nuckles
- C. Councilor Winfrey
- D. Councilor Hubbard
- E. Councilor Mitchell

Adjournment

City of Shady Cove
City Council Regular Meeting
Thursday, March 16, 2023, 6:00 PM
Meeting was held at City Hall and on Zoom

I. CALL TO ORDER

The Mayor called the Regular City Council Meeting to order at 6:00 PM

The Pledge of Allegiance was recited.

I.C. ANNOUNCEMENTS

Roll Call

Council Present: Mayor Ball, Councilor Winfrey, Councilor Nuckles, Councilor Mitchell

Staff Present: Thomas J. Corrigan, City Administrator

The Mayor made the announcements on the agenda.

II. PUBLIC COMMENT ON AGENDA ITEMS

None

III. CONSENT AGENDA

- A. Minutes of 3/02/23
- B. Bills Paid Report 02/23/23-03/08/23, \$10,293.70

Motion to Accept Consent Agenda

Motion: Councilor Nuckles Second: Councilor Winfrey
Motion Carried: 4-0

IV. ITEMS REMOVED FROM CONSENT AGENDA

None

V. STAFF REPORTS

- A. Fire Chief Winfrey, FD4 – Slow month with no fires. Three of five board members are up for re-election. Three Budget Committee positions open. Please call the number (541-776-7007) to see if it is a burn day before burning.
- B. Commission/Committee Reports:
Planning-Commissioner Sterling – Planning Commission Meeting on March

9, 2023 had two discussion items. One was to update the new members and the other one was the Rules of Government. Talked about what the Planning Commission is about and what their role is in the City.

Parks, Rec and Tourism – Commissioner Pulcini – Had their first meeting on March 7, 2023, and were given their goals from the Council, which were discussed on March 15. They are in the process of scheduling another meeting to vote on action items within each goal.

Events – Mayor Ball received a written communication from member Cynthia Oliver stating she is resigning from the Committee due to health reasons.

Mayor Ball – We accept her resignation and wish Cynthia quick healing. Thanked her for her service and the work she did on the Events Committee.

- C. City Administrator Tom Corrigan – Considering all of rain we have had, Four Mile Lake is at 27 percent capacity, Fish Lake at 43, Emigrant at 29, Howard Prairie at 19, and Agate Lake is the highest at 60 percent, Hyatt Lake is at 17. Snow Pack is at 108 percent. Paint Care is now scheduled for September 16 at the shop. Our Contract planner from RVCOG is now Rowan Fairfield. Sent out three certified letters to businesses that are not in compliance. Reminder for next meeting that we will have to look at the Right of Way Agreement verses the Franchise Agreement. The radio station has requested some upgrades. One is the transmitter. It is not FCC certified, they would like it replaced. The new zoom and audio will be installed March 17, 2023. An electrician will be coming into the City Hall to look at the lighting and bulb replacements. Been looking into WiFi and Hunter has a five-year contract for \$110.00 a month, which is the cheapest we have found, except for satellite, but Hunter has much higher download and upload rates. CSO has sent out four more letters. More letters for trash right now but with the rain and then nice days, he will try to stay ahead of the Weed Abatement. The Ethics Commission filing for Economic Interest is now open.

VI. OLD BUSINESS

- A. Commission/Committee Rules –A new revised pamphlet was sent out to everyone with some changes and guidelines.
Councilor Nuckles – The mission statement for the Emergency Management Commission is missing and would like someone to look into it and get it done.
Mayor Ball –He would like to revisit the first line, which is general duties and responsibilities under Parks, Rec and Tourism and also under Emergency Management and clarify some things. He was at the League of Oregon Cities' meeting, going over their goals, guidelines and strategic plans for the next five years and found it interesting. Discussion ranged also into changing some of their outlooks, the word City to Community, with the idea behind that it is because about two thirds of the cities they represent are rural.
- B. Reader Board – Councilor Mitchell – Handed out a memo that has a summary of his research and recommendations on installation of a 4X8 foot reader board at City Hall.

Motion to Have Draft Specifications go to Bid for a Reader Board Located at City Hall and to get a Bid from an Electrician for Eval and Estimate.

Motion: Councilor Mitchell

Second: Councilor Nuckles

Motion Carried: 4-0

VII. NEW BUSINESS

- A. Letter to Jackson County re: Noise- Mayor Ball – A letter was not put together at this time for the Commissioners because he feels they have no control over what is going on with tannerite being exploded. We will let Law Enforcement continue taking care of it.
- B. Appointments to Budget Committee: Introduction from each applicant.
Lena Richardson –Introduced herself and gave some information about the experience she has and why she would like to be on the Committee.
Debbie Glass Collier – Not Present. Previous member of the Committee. A copy of the training was sent to her.
Sandra Barber -Introduced herself and gave some information about the experience she has and why she would like to be on the Committee.
Jay Taylor -Introduced himself and gave information about the experience he has and why he would like to be on the Committee.
Mayor Ball – There are two positions that are filled from previous years and their terms are not expired yet. They are Spencer Davenport and Tom Anderson. They both want to stay on the Committee for another year. That leaves three positions to fill.

Motion to Appoint Lena Richardson to Budget Committee

Motion: Councilor Nuckles

Second: Councilor Mitchell

Motion Carried: 4-0

Motion to Appoint Debbie Glass Collier to Budget Committee

Motion: Councilor Winfrey

Second: Councilor Nuckles

Motion Carried: 4-0

Motion to Appoint Jay Taylor to Budget Committee

Motion: Councilor Mitchell

Second: Councilor Winfrey

Motion: Carried: 3-1

Mayor Ball voted Nay.

- C. Teamster Agreement:

Motion to Accept Collective Bargaining Agreement

Motion: Mayor Ball

Second: Councilor Mitchell

Motion Carried: 5-0

VIII. WRITTEN COMMUNICATION

None

IX. PUBLIC COMMENT ON NON-AGENDA ITEMS

No Comment Cards

Mr. McGregor -He attended Planning Commission Meeting and wanted to give kudos to Councilor Mitchell for his presentation and had very good communication with everyone in the meeting.

X. COUNCIL COMMENTS ON NON-AGENDA ITEMS

- A. Councilor Nuckles – Apologized for not being present at meeting. She congratulated all of the new Budget Committee members and is looking forward to working with all of them. She had an amazing meeting with Parks, Rec and Tourism. Thanked all of the City employees for being part of the team that enabled us to approve the Teamsters Agreement.
- B. Councilor Mitchell – Thanked everyone for coming. Wanted to bring up the bulky chairs that are being used for Council and see if staff can look into the cost of getting new replacement chairs.
- C. Councilor Winfrey – Thanked everyone for coming. She congratulated all of the new Budget Committee members. She thanked Sandra for her application for the Budget Committee and said she could still be of assistance without being on a committee. Attended the Parks, Rec and Tourism workshop and said it was a very good meeting with a lot of energy and positive forward movement.
- D. Mayor Ball – Thanked everyone for coming. Thanked the new Budget Committee and the Parks and Rec and everyone that applied.

IX. ADJOURNMENT

There being no further business before the Council, the Mayor adjourned the meeting at 7:50 PM.

Approved:

Attest:

Jon Ball
Mayor

Thomas J. Corrigan
City Administrator

Council Vote:

Mayor Ball _____
Councilor Nuckles _____
Councilor Winfrey _____
Councilor Hubbard _____
Councilor Mitchell _____

Report Criteria:
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
7	American Legal Publishing	23337	Internet Renewal 03/12/20	1	02/13/2023	495.00	.00	495.00	50734	03/08/2023
Total 7:						495.00	.00	495.00		
13	Avista Corporation	4941620000-	Natural Gas 02/2023	1	02/23/2023	267.56	.00	267.56	50736	03/08/2023
Total 13:						267.56	.00	267.56		
24	Canon Financial Services, I	29999332	Contract charge 02/01/202	1	02/09/2023	203.82	.00	203.82	50738	03/08/2023
Total 24:						203.82	.00	203.82		
25	Canon Solutions America, I	6003439979	Copier Maintenance	1	02/25/2023	85.78	.00	85.78	50739	03/08/2023
Total 25:						85.78	.00	85.78		
39	Crystal Fresh	691607	City Hall bottled water	1	01/31/2023	105.50	.00	105.50	50742	03/08/2023
Total 39:						105.50	.00	105.50		
43	Christian, David	02132023	Radio 02/13/2023-03/17/20	1	02/13/2023	90.00	.00	90.00	50740	03/08/2023
		02272023	Radio 02/27/2023-03/03/20	1	02/27/2023	90.00	.00	90.00	50740	03/08/2023
Total 43:						180.00	.00	180.00		
47	Desert Pump	119139	Pump Repair loss of power	1	02/28/2023	139.00	.00	139.00	50743	03/08/2023
Total 47:						139.00	.00	139.00		
114	Pacific Power	0328476410	Street lights 12/2022	1	02/27/2023	658.59	.00	658.59	50764	03/22/2023
		0328476410	City Hall	2	02/27/2023	215.81	.00	215.81	50764	03/22/2023
		0328476410	Aunt Carolines Park	3	02/27/2023	155.29	.00	155.29	50764	03/22/2023
		3284764100	Nork Lane	1	02/27/2023	264.44	.00	264.44	50745	03/08/2023
Total 114:						1,294.13	.00	1,294.13		
119	Perfection Cleaning	065433	City Hall office cleaning 02/	1	02/25/2023	320.00	.00	320.00	50746	03/08/2023
Total 119:						320.00	.00	320.00		
121	Pitney Bowes Global Finan	3317080554	Sendpro C200, C300, C40	1	02/24/2023	144.93	.00	144.93	50747	03/08/2023
Total 121:						144.93	.00	144.93		
135	RVCOG	23-3741	J. Schireman 12/2022	1	02/09/2023	2,889.43	.00	2,889.43	50749	03/08/2023
		23-3741	J. Schireman mileage 12/2	2	02/09/2023	82.50	.00	82.50	50749	03/08/2023
Total 135:						2,971.93	.00	2,971.93		
139	Shady Cove Hardware, LL	397870	Torch Kit, leather gloves, br	1	02/01/2023	143.15	.00	143.15	50750	03/08/2023
Total 139:						143.15	.00	143.15		
151	Southern Oregon Sanitatio	0224202388	22451 Hwy 62	1	02/24/2023	40.22	.00	40.22	50751	03/08/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		0224202388	490 Nork Lane	1	02/24/2023	40.22	.00	40.22	50751	03/08/2023
		0224202388	2501 Indian Cr Rd	1	02/24/2023	58.50	.00	58.50	50751	03/08/2023
	Total 151:					138.94	.00	138.94		
168	URCC	0007-2	Rental of Comm. Center B	1	02/27/2023	15.00	.00	15.00	50754	03/08/2023
	Total 168:					15.00	.00	15.00		
255	TouchPoint Networks, LLC	INV-6722	WatchGuard T40 Firebox	1	03/01/2023	107.00	.00	107.00	50752	03/08/2023
	Total 255:					107.00	.00	107.00		
257	AT&T Mobility	2872860888	Cell phones March 2023	1	03/05/2023	280.69	.00	280.69	50758	03/22/2023
	Total 257:					280.69	.00	280.69		
258	WECO - Carson	CP-0022453	Gas/Diesel closing 02/2023	1	02/28/2023	115.82	.00	115.82	50755	03/08/2023
	Total 258:					115.82	.00	115.82		
264	Upper Rogue Independent	2122	Government Public Notice	1	02/23/2023	180.00	.00	180.00	50753	03/08/2023
	Total 264:					180.00	.00	180.00		
268	Project A, Inc.	23-353	Web Custom Development	1	03/15/2023	271.25	.00	271.25	50765	03/22/2023
	Total 268:					271.25	.00	271.25		
286	City of Shady Cove - Utilitie	02282023	1008 Celtic Cir	1	02/28/2023	47.25	.00	47.25	50741	03/08/2023
		02282023	22451 Hwy 62	2	02/28/2023	47.25	.00	47.25	50741	03/08/2023
		02282023	2501 Indian Creek Rd	3	02/28/2023	46.25	.00	46.25	50741	03/08/2023
	Total 286:					140.75	.00	140.75		
430091	Bagley Accounting	312023	Accounting services, W2, 1	1	03/01/2023	1,863.00	.00	1,863.00	50737	03/08/2023
	Total 430091:					1,863.00	.00	1,863.00		
	Grand Totals:					9,463.25	.00	9,463.25		

Report Criteria:
 Detail report type printed



Mayor
Jon Ball

Councilors
Kathy Nuckles
Paige Winfrey
Jim Hubbard
Steve Mitchell

City of Shady Cove

Resolution 23-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHADY COVE, OREGON, ESTABLISHING RULES AND BYLAWS FOR COMMISSIONS, COMMITTEES, AND VOLUNTEER GROUPS, AND REPEALING ANY PREVIOUS VERSIONS

Whereas, the City Council of the City of Shady Cove desires to create rules and bylaws for Committees, Commissions, and Volunteer Groups; and

Whereas, the City Council believes the adoption of these Rules and Bylaws are essential for any advisory group making recommendations to the City Council;

Now, therefore, be it Resolved by the City Council of the City of Shady Cove, Oregon, the following is adopted for all Commissions, Committees, and Volunteer Groups.

Adopted by the City Council of the City of Shady Cove this 6th day of April 2023.

Approved:

Attest:

Jon Ball
Mayor

Thomas J. Corrigan
City Administrator

Council Vote:

Mayor Ball _____
Councilor Nuckles _____
Councilor Winfrey _____
Councilor Hubbard _____
Councilor Mitchell _____

CITY OF SHADY COVE

Commission, Committee and Volunteer Group Bylaws

1. All commissions/committees of the City of Shady Cove shall be governed by these bylaws, unless otherwise specified by State law or municipal code.
2. Amendment. Adopted bylaws may be amended at any regular meeting of the City Council by a majority vote of the entire Council.
3. Throughout this document, the following definitions apply:
 - a. Council: The Mayor and all Councilors of the City of Shady Cove.
 - b. Commission: A group responsible to carry out a broader mission statement defined by Council.
 - c. Committee: A group entrusted to fulfill a specific task specified by Council.
 - d. Volunteer Group: Informal group working with the City of Shady Cove to meet the needs of the City's goals and work plan. Volunteer groups have no recommendation authority to the City Council, have no decision-making authority, and do not meet in regular formal settings.
4. Mission statements for each commission/committee as well as bylaw exceptions/additions specific to that commission/committee are contained in Addendums to this document.

Volunteer Group Policy

1. Volunteer groups may be established on a temporary or long-term basis depending on the need and availability of work to be performed and/or staff to provide supervision/support.
2. Volunteer groups have no recommendation authority to the City Council, have no decision-making authority, and do not meet in regular formal settings.
3. Council shall create/dissolve volunteer groups.
4. Council shall define the composition, responsibilities and rules of conduct for each volunteer group.
5. Council shall assign each volunteer group to a specific commission or committee, or to Council itself.

6. The assigned commission/committee/Council shall have oversight responsibilities for its volunteer groups.
7. Volunteer Group members shall be appointed by the commission/committee/Council to which the volunteer group is assigned.
8. City Council can remove a member of a volunteer group.
9. Volunteer Group members must complete and submit the required volunteer form(s) and be approved by the City Administrator before being appointed to the volunteer group.

Commission and Committee Appointment Policy

1. Appointment. Upon being made aware of an opening on a City of Shady Cove commission or committee, the Mayor will, at his/her discretion, direct Staff to post a seat vacancy notice on the City of Shady Cove website.
 - a. A notice will also be posted at City Hall and if possible, the local paper.
 - b. The initial opening will have a minimum time of two weeks. If enough applicants are not found, the time may be extended as necessary. Time may be fluctuated in the case of an emergency.
 - c. Staff will send the completed applications to the commission/committee Chair. Applicant will be interviewed by the commission/committee. The Chair will make a recommendation to appoint at a City Council meeting. The recommendation will also include the length of term of the office. Re-appointments will follow the same procedure lacking interviews.
 - d. All applicants shall appear before Council prior to appointment in order to introduce themselves and provide Council an opportunity to ask questions.
 - e. For appointments to a new commission/committee and to those lacking a quorum, applications will go directly to the City Council for interview and appointment.
2. Removal. At the discretion of the City Council, any member of a commission/committee can be removed.

Commissions and Committees Composition, Reporting and General Procedures

A. Composition

The following applies to all Commissions and Committees:

1. The members of a commission or committee shall not at any time receive compensation for their service.
2. The commission/committee will be comprised of five members, appointed by position number running from one to five.
3. The term of office for a commission/committee member shall be for two years. Terms shall begin in January and end in December unless otherwise required to fill a vacancy or establish seat position staggering. There are no term limits.
4. Commission/Committee terms shall be staggered such that odd numbered seat positions will expire at the end of an odd numbered year, and even numbered seat positions will expire at the end of an even numbered year.
5. Commission/Committee members shall be Shady Cove residents within City limits and/or be the owner of a business with a physical address within City limits.
6. Ad-hoc members may be appointed due to their official expertise and may reside outside City limits. The ad- hoc will not be voting members and shall receive no compensation.
7. The Council Liaison (if any), shall serve for a one-year term as appointed by the Mayor each January. The Council Liaison will be a non-voting member and will not participate in commission/committee discussions or influence a potential commission/committee vote in any way.
8. A quorum for the conduct of business shall consist of a simple majority of the voting commission/committee members, unless otherwise indicated. If a quorum is not present, the commission/committee meeting will be cancelled or adjourned as appropriate.
9. At its first regular meeting, and every year thereafter in January, the commission/committee shall select from among its members a Chairperson, Vice-Chairperson and a Secretary who shall serve at the pleasure of the commission/committee. The Council Liaison shall not hold any office of this commission or committee.
10. The City Administrator may recommend to the Mayor the reactivation of a commission or committee.

B. Reporting

The following reporting procedures apply to all Commissions and Committees:

1. All commissions/committees shall keep minutes and/or shall record the proceedings of their meetings. A report shall be presented to the City Council during the commission/committee report section of the Council agenda by the commission/committee Chair, or if not present, the Council Liaison. The commission/committee Chair or their designate shall be responsible for providing a written record to the City Recorder within one week of the meeting. The record should contain the following, at a minimum:

Date, time, location and name of group meeting;

The name of those present;

Any motions made and seconded;

Results of votes (who made the motion and the vote total);

Issues that need to be forwarded to the City Council;

The date, time and location of the next meeting;

The substance of any discussion on any matter; and

Relating to public records, a reference to any document discussed at the meeting.

C. Procedures - General

The following general procedures apply to all Commissions and Committees:

1. Oregon Public Meetings Law. All commission/committee meetings shall be noticed in conformance with the requirements of Oregon's Public Meetings Law.
2. Robert's Rules of Order Revised shall be used as a guide in the conduct of commission and committee meetings. These rules of order may be relaxed at the discretion of the presiding officer to simplify and clarify matters before the body. Robert's Rules of Order Revised for small boards applies to any group with fewer than 12 members.
3. A majority vote of the commission/committee members voting shall be required and shall be sufficient to transact any business before the commission/committee.
4. If all members of the commission/committee abstain or are disqualified, all members present after stating their reasons for abstention or disqualification shall by doing so be requalified and proceed to resolve the issues.

Commissions and Committees Conduct Procedures

A. Duties

1. Chair – Duties. The Chair shall preside at all meetings of the commission/committee, providing general direction for the meetings and assuring proper order of the commission/committee and public in all proceedings. Such duties shall include:
 - a. Announcing the business on the meeting agenda in the order in which it is to be acted on;
 - b. Receiving and submitting all motions presented by the members of the commission/committee;
 - c. Putting to a vote all questions which are properly moved, or those that arise in the course of proceedings, and to announce the result thereof;
 - d. Informing the commission/committee when necessary, or when called to, on any point of order or practice. The Chair may call upon staff for advice on such matters;
 - e. Maintaining order at the commission/committee meetings;
 - f. Moving the agenda along, holding down redundancy, referencing handouts and procedures graciously during meetings;
 - g. Receiving documents or other physical evidence as part of the record;
 - h. Recognizing speakers and members of the commission/committee prior to receiving comments and presentations of physical evidence; i.e., plans and pictures;
 - i. The Chair may rule out of order any testimony or comment that is irrelevant, personal, or not pertinent to the matter being heard.
2. Duties of the Vice-Chair. During the absence of the Chair the Vice-Chair will have and perform all the duties and functions of the Chair.
3. Temporary Chair. In the event of the absence or disability of both the Chair and Vice-Chair, the Secretary calls the meeting to order, calls the roll, and the commission/committee shall elect a temporary chair to serve until the Chair or Vice-Chair so absent or disabled shall return. In such event, the temporary chair shall have all the powers and perform the functions and duties herein assigned to the Chair of the commission/committee.
4. Commissioners and Committee Members– Duties. The duties of the other Commissioners and Committee Members include: contributing ideas; keeping on subject; being aware of personal agendas and acknowledge if appropriate; aiding and contributing to all of the Chair's responsibilities.

5. Secretary – Duties. The Secretary shall have the following duties:
 - a. Give notice of all commission/committee meetings as hereinafter provided; attend every meeting of the commission/committee, call the roll and record for the record all members in attendance, read communications, resolutions and other papers which are ordered to be read by the Chair of the meeting; and receive and bring to the attention of the commission/committee messages and other communications from other sources;
 - b. Keep the minutes of the proceedings of the commission/committee and record the same;
 - c. Perform such other duties as may be required by these rules.
6. Volunteer Group Representative. For each assigned volunteer group, a commission/committee member shall be assigned as a representative to that group. This representative shall oversee the volunteer group and report the group's status at regular commission/committee meetings.

B. Conduct of Commission/Committee members

1. Preparation. Members of the commission/committee shall take such time as necessary to prepare themselves for hearings and meetings. If members visit or have familiarity with a issue under discussion, they shall disclose any relevant observations.
2. Attendance. Every member of the commission/committee shall attend the meetings of the commission/committee unless duly excused with advance notice or unless unable to attend because of extenuating circumstances. Any member desiring to be excused shall notify the Chair as soon as possible. The Secretary shall call the same to the attention of the Chair.
3. Addressing Members. Commission and Committee members shall address other members as "Commissioner" or "Committee Member" respectively, followed by their last name. This is for the benefit of the record and the public, who may not know the various commission/committee members by their first names.

C. Meetings

1. Place. Meetings of the commission/committee shall be held at City Hall, or in such other place in the City of Shady Cove as the commission/committee may designate. A meeting having been convened at the place designated, may be adjourned by the commission/committee to any other place within the City of Shady Cove for the sole purpose of investigating some particular matter of business which may be more conveniently investigated at such other place.
2. Regular Meetings. The commission/committee shall meet at least once per month.
3. Special Meetings – Call. A special meeting may be called at any time by the Chair or by a majority vote of the commission/committee at any regular meeting of the commission/committee. Notice

shall be given to each member of the time and purpose of every special meeting of the commission/committee, delivered in accordance with City policy.

4. **Meetings – Matters Considered.** Any matter pertaining to the affairs of the commission/committee may be considered and acted upon at any regular meeting of the commission/committee without prior notice thereof, unless other notice is required under statute or other noticing policies of the commission/committee. At special meetings, a matter not included within the notice may not be considered or acted upon.
5. **Study/Work Sessions.** Study sessions may be held as part of a regular commission/committee meeting or called in the same manner as a special meeting in order for the commission/committee to discuss matters at greater length or to obtain additional background information. The commission/committee shall take no vote during such study/work session, but may give directions to staff regarding the presentation of options for future consideration.

D. Order and Decorum

1. **Order of Consideration of Items.** The following procedure will normally be observed in a public hearing or other matter before the commission/committee; however, it may be rearranged by the Chair for individual items, if necessary, for the expeditious conduct of business:
 - a. Chair introduces item;
 - b. Abstentions, conflicts of interest and challenges are entertained and any declaration of conflicts of interest;
 - c. Any opponents and/or proponents may comment;
 - d. Commission/Committee members may question staff, proponents or opponents on all the above. Questioning of witnesses shall be brief and to the point. Questions shall be submitted through the Chair, or asked by a commission/committee member recognized by the Chair.
 - e. Closing of the public hearing, if applicable;
 - f. Staff may provide new recommendations based on testimony;
 - g. The commission/committee discusses the item. During discussion members may further question any party appearing for or against the proposal as necessary, but generally, questions should be asked while the public hearing is open.
 - h. Motion is made and seconded; the Chair states the question; the commission/committee may discuss the item further before voting.

2. Public Hearings. The Chair of the commission/committee shall have authority to:
 - a. Regulate the course and decorum of the meeting.
 - b. Dispose of procedural requests and similar matters.
 - c. Impose reasonable limitations on the number of witnesses heard and set reasonable time limits for oral presentation, questions, and rebuttal testimony.
 - d. Question any person appearing, and allow other members to question any such person.
 - e. Waive, at his/her discretion, the application of any rule herein where the circumstances of the hearing indicate that it would be expedient and proper to do so; provided, that such waiver does not act to prejudice or deny any party his/her substantial rights as provided herein or otherwise by law.
 - f. Take such other action as authorized by the commission/committee to appropriately conduct the hearing.

Any member of the commission/committee present at the hearing may challenge a ruling of the Chair. The challenge must be seconded. A ruling may be reversed by a majority of the members present and voting. A tie vote upholds the Chair's decision.

3. Guidelines for Persons Speaking Before the Commission/Committee. Persons making presentations or providing comments to the commission/committee shall address the commission/committee from the podium or microphone, or from the audience only when recognized and waived from the requirement by the Chair, shall address all comments to the commission/committee, and may not directly question other persons in the audience or at the podium.

If possible, persons presenting materials as evidence for an agenda item at a meeting shall submit a copy by email, fax or hard copy to the City for forwarding to the commission/committee not less than one week before the meeting.

- a. Conduct. Proceedings shall at all times be orderly and respectful. The Chair may refuse to recognize or exclude from the hearing anyone who:
 - i. Is disorderly, abusive, or disruptive;
 - ii. Takes part in or encourages audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive to the hearing;
 - iii. Testifies without first receiving recognition from the Chair and stating his or her full name and residence;
 - iv. Presents irrelevant, immaterial, or repetitious evidence.

- b. Time Restrictions. Unless otherwise relaxed by the Chair, persons speaking before the commission/committee shall be limited to three minutes for individuals, and 5 minutes for an individual representing a group.

E. Order of Business and Motions

1. Order of Business.

- a. Roll call.
- b. Brief announcements by staff.
- c. Approval of minutes of prior meetings.
- d. Public comments on non-agenda items.
- e. Public hearings.
- f. Updates from assigned volunteer group(s).
- g. Discussion items.
- h. Propositions and remarks from the commission/committee.
- i. Assignment of representatives to the City Council.
- j. Adjournment.

- 2. Making of Motions. Upon review of the full public record on a request and due deliberation among the members of the commission/committee, any commission/committee member may move or second a motion. A second shall be required for each motion. Other members of the commission/committee may support the motion by adding compatible findings. A motion shall die in the absence of a second. Discussion of the motion should not take place until it has been seconded and the Chair has stated the motion and called for discussion.
- 3. Withdrawing a Motion. When a motion has been made but not yet stated by the Chair, whether or not it has been seconded, it can be withdrawn or modified by the mover. The member simply says, "Chair, I withdraw the motion."

If the mover wishes to modify his/her motion, he/she should specify the modification. Any member may suggest that the mover withdraw or modify his/her motion, but only the mover may withdraw it.

If a motion is modified before being stated by the Chair, the second may withdraw his/her second.

After the Chair states a motion, it is the property of the commission/committee. It can be withdrawn or modified at any time before voting by a majority vote to withdraw or modify.

4. Amendments. All amendments must relate to the same subject as the original motion, resolution, proposition or ordinance. All amendments to the main motion require a second. If any amendment be offered, the question shall be first upon the amendment.
5. Friendly Amendments. A commission/committee member may make a friendly amendment without a formal motion with unanimous consent of the members present. Typically, such motions are appropriate for clean-up items or an issue discussed but inadvertently neglected by the maker of the motion.

F. Procedures – Debate

1. Commissioner and Committee Member Input. Commission/Committee members shall be recognized by the Chair for input or questions in rotation, making effort to give all commission/committee members equal input. Second testimony by a member shall wait until all members have had an opportunity to speak.

G. Voting

1. Voting. Voting shall be done by voice vote. Voting results on all motions, excepting minutes, shall be forwarded as recommendations to the City Council.
2. Minutes Approval. The Chair shall ask the commission/committee if they have had the opportunity to read the minutes and if there are any additions or corrections. Upon hearing from the commission/committee, the Chair shall declare the minutes approved either as presented or as amended. If the commission/committee has not had an opportunity to review the minutes, approval shall be postponed to the next regular meeting.
3. Changing Vote Before Decision Announced. When a vote is taken on roll call on any question, any member may change his/her vote before the Chair has announced the decision of the question.
4. Voting or Changing Vote After Decision Announced. On any such vote, no member shall be permitted to vote or to change his/her vote after the decision is announced by the Chair unless the member has the permission of the commission/committee by general consent or motion if a member objects.
5. Late Voting. A member entering the chamber after the question is put, and before it is decided, may have the question stated, record his/her vote and be counted.

6. Tie Votes. If a motion regarding any matter before the commission/committee receives an equal number of affirmative and negative votes the motion fails. The commission/committee shall continue to make motions until a majority vote is obtained. The option of continuing an item with the possibility that an odd number of members of the commission/committee would be at a subsequent meeting may be considered.
7. Explaining Vote. After the vote is taken, any member of the commission/committee desiring to explain his/her vote shall be allowed an opportunity to do so.
8. No Vote Unless Present. No member of the commission/committee shall vote on any question unless the member is present when the vote is taken and when the result is announced. No member shall give his/her proxy to any persons whomsoever.

H. Documents of the Commission/Committee

1. Any and all materials submitted to the commission/committee regarding a request shall be entered into the public record by the Chair by indicating that the material is "accepted for the record." The staff report submitted to the commission/committee as part of the agenda is automatically part of the public record.
2. All notices, agendas, requests, agency or consultant letters or reports, staff reports, minutes of meetings, and resolutions of record shall constitute the documents of the commission/committee and shall be indexed as public records.

I. Maintaining of Bylaws – Copies to be Furnished.

1. The commission/committee Secretary shall maintain a copy of these bylaws, and all subsequent amendments thereto, and shall furnish an up-to-date copy to each member of the commission/committee in a form convenient for reference.

Addendum 1: Parks, Recreation and Tourism Commission

This Addendum contains the Mission Statement, and bylaw exceptions/additions specific to the Parks, Recreation and Tourism Commission.

Parks, Recreation and Tourism Commission created.

There is hereby created a commission to be known as the Shady Cove Parks, Recreation and Tourism Commission. Its primary purpose shall be to assist and advise the City of Shady Cove in planning and developing City parks, recreation and cultural programs, and boost tourism.

Mission.

The mission of the City of Shady Cove Parks, Recreation and Tourism Commission is to provide high quality, diverse, and accessible programs, services, events and facilities that enhance the quality of life for all ages, and maximize tourism generating opportunities for the City.

General duties and responsibilities.

The Parks, Recreation and Tourism Commission is an appointed body with the primary responsibility of providing recommendations to the Mayor and City Council on direction, planning and policy on matters pertaining to the acquisition and development of public parks, greenways, open spaces, recreational and cultural programs, and to make such other recommendations to assist the Council in developing and preserving aesthetic, recreational and cultural values that serve the public interest. It shall also perform such other related duties as may be assigned by the Council, which may include, but not be limited to:

- A. Perform periodic reviews of the City's Parks Master Plan.
- B. Compile data to assist City policy making in the preservation and beautification of parks, recreational areas, the City's downtown, and other aesthetic areas in the City of Shady Cove.
- C. Make recommendations to the City Council on potential revisions and future delivery of services by the City of Shady Cove as they pertain to parks and recreation.
- D. Make recommendations to the City Council for modifications or additions to existing ordinances, policies and practices that help promote and make available recreational opportunities in the City of Shady Cove.
- E. Work in conjunction with other City commissions, boards, or committees to help ensure coordination of various elements of the parks master plan, and recreation and cultural programs.
- F. Conduct public meetings and make recommendations to the City Council on parks, recreation, cultural programs and tourism issues, and ordinances.

- G. Make recommendations for capital improvements and operations relating to the City of Shady Cove's parks, recreation, cultural programs, and tourism.
- H. Review and comment on fund-raising efforts and donations made on behalf of the City of Shady Cove's parks, recreation, cultural programs, and tourism.
- I. Foster public awareness and involvement in all aspects of the City of Shady Cove's parks, recreation, cultural programs, and tourism.

Addendum 2: Emergency Management Commission

This Addendum contains the Mission Statement, and bylaw exceptions/additions specific to the Emergency Management Commission.

Emergency Management Commission Created.

There is hereby created a commission to be known as the Shady Cove Emergency Management Commission. Its primary purpose shall be to assist and advise the City of Shady Cove in planning and developing procedures, facilities, and chain of command for all emergencies facing the City, including coordination with Jackson County Emergency Services, Fire District 4 and other responding agencies.

Mission (Option 1).

The mission of the City of Shady Cove Emergency Management Commission is to coordinate, maintain and administer emergency management through education in the areas of Mitigation, Preparedness, Response, Recovery, Detection, Prevention, and Protection. Our goal is to reduce the impact of hazards that may affect our community.

Mission (Option 2).

The mission of the Emergency Management Commission is to protect the community by coordinating and integrating all activities necessary to build, sustain, and improve the capability to mitigate against, prepare for, respond to, and recover from threatened or actual natural disasters or other man-made disasters.

General duties and responsibilities.

The Emergency Management Commission is an appointed body with the primary responsibility of providing recommendations to the Mayor and City Council on direction, planning and policy on matters pertaining to the development of procedures, facilities, and chain of command for all emergencies facing the City including coordination with Jackson County Emergency Services, Fire District 4 and other responding agencies and to make such other recommendations to assist the Council in developing an emergency plan before such emergencies exist. It shall also perform such other related duties as may be assigned by the Council, which may include, but not be limited to:

- A. Perform periodic reviews of the City's Emergency Management Master Plan.
- B. Compile data to assist City policy making in the planning of all emergency situations in the City of Shady Cove.
- C. Make recommendations to the City Council on potential revisions and future delivery of services by the City of Shady Cove as they pertain to Emergency Management.

- D. Make recommendations to the City Council for modifications or additions to existing ordinances, policies and practices relative to emergency planning in the City of Shady Cove.
- E. Work in conjunction with other City commissions, boards, or committees to help ensure coordination of various elements of the Emergency Management master plan. Conduct public meetings and make recommendations to the City Council on Emergency Management and procedures during emergencies.
- F. Make recommendations for capital improvements and operations relating to the City of Shady Cove's Emergency Management and related equipment and facilities.
- G. Review and comment on fund-raising efforts and donations made on behalf of the City of Shady Cove's Emergency Management Plan.
- H. Foster public awareness and involvement in all aspects of the City of Shady Cove's Emergency Management and related facilities.

Revision 3 Changes:

- Blue items are new items that have NOT been legally validated. This verbiage was cobbled together from rules from other cities. As such, use this blue language as conceptual at best, to define what we'd like to see, noting that it still might require legal review.
- Yellow items are new changes for this Revision 3. The old yellow items from previous revision were unhighlighted and that text has become part of this baseline R3. To refresh your memory on those changes, please refer to the previous version. The most significant changes are:
 - Remove "citizen" from the Parks, Rec & Tourism and Emergency Management Addendums so that it just reflects "an appointed body". The general rules for who qualifies as commission/committee members are stated on Page 4 under the heading "Commissions and Committees Composition, Reporting and General Procedures". This section includes the provision for ad-hoc members from outside the city if so desired.
 - A couple of mission statement options have been added to the Emergency Management Commission Addendum. Council will need to decide upon one.

An Ordinance of the City of Shady Cove, Oregon

ORDINANCE # 298

AN ORDINANCE ESTABLISHING A RIGHT OF WAY PROCEDURE AND REPLACING NEW FRANCHISE FEE AGREEMENTS

Purpose and Intent
Jurisdiction and Management of the Public Rights-of-way
Regulatory Fees and Compensation Not a Tax
Definitions
Business Licenses
Licenses
Construction and Restoration
Location of Facilities
Leased Capacity
City's Use of Operator Facilities
Maintenance
Vacation
Privilege Tax
Audits
Insurance and Indemnification
Compliance
Confidential/Proprietary Information
Penalties
Severability and Preemption
Application to Existing Agreements

Purpose and Intent

The purpose and intent of this Chapter is to:

- A. Permit and manage reasonable access to the public rights of way of the City for utility purposes and conserve the limited physical capacity of those public rights of way held in trust by the City consistent with applicable state and federal law;
- B. Assure that the City's current and ongoing costs of granting and regulating access to and the use of the public rights of way are fully compensated by the persons seeking such access and causing such costs;
- C. Secure fair and reasonable compensation to the City and its residents for permitting use of the public rights of way;
- D. Assure that all utility companies, persons and other entities owning or operating facilities and/or providing services within the City register and comply with the ordinances, rules and regulations of the City;
- E. Assure that the City can continue to fairly and responsibly protect the public health, safety and welfare of its citizens;
- F. Encourage the provision of advanced and competitive utility services on the widest possible basis to businesses and residents of the City on a competitively neutral basis; and
- G. Comply with applicable provisions of state and federal law.

Jurisdiction and Management of the Public Rights of Way

- A. The City has jurisdiction and exercises regulatory management over all public rights-of-way within the City under authority of the City Charter, its Municipal Code, and state law.
- B. The City has jurisdiction and exercises regulatory management over each public right of way whether the City has a fee, easement, or other legal interest in the right of way, and whether the legal interest in the right of way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means.
- C. The exercise of jurisdiction and regulatory management of a public right of way by the City is not official acceptance of the right of way and does not

obligate the City to maintain or repair any part of the right of way.

- D. The provisions of this Chapter are subject to and will be applied consistent with applicable state and federal laws, rules and regulations, and, to the extent possible, shall be interpreted to be consistent with such laws, rules and regulations.

Regulatory Fees and Compensation Not a Tax

- A. The fees and costs provided for in this Chapter, and any compensation charged and paid for use of the public rights-of-way provided for in this Chapter, are separate from, and in addition to, any and all federal, state, local, and City charges as may be levied, imposed, or due from a utility operator, its customers or subscribers, or on account of the lease, sale, delivery, or transmission of utility services.
- B. The City has determined that any fee provided for by this Chapter is not subject to the property tax limitations of Article XI, Sections 11 and 11b of the Oregon Constitution. These fees are not imposed on property or property owners.
- C. The fees and costs provided for in this Chapter are subject to applicable federal and state laws.

Definitions

For the purpose of this Chapter the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive.

- A. "Cable Service" is to be defined consistent with federal laws and means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service; and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- B. "City" means the City of Shady Cove, an Oregon municipal corporation, and individuals authorized to act on the City's behalf.
- C. "City Council" is the elected governing body of the City of Shady Cove, Oregon.
- D. "City Facilities" means City or publicly owned structures or equipment located within the right of way or public easement used for governmental purposes.

- E. "License" means the authorization granted by the City to a utility operator pursuant to this Chapter.
- F. "Person" includes any individual, firm, sole proprietorship, corporation, company, partnership, co-partnership, joint stock company, trust, limited liability company, association or other organization, including any natural person or any other legal entity.
- G. "Private Communications System" means a system, including the construction, maintenance or operation of the system, for the provision of a service or any portion of a service which is owned or operated exclusively by a person for their use and not for resale, directly or indirectly. "Private communications system" includes services provided by the State of Oregon pursuant to ORS 190.240 and 283.140.
- H. "Public Utility Easement" means the space in, upon, above, along, across, over or under an easement for the constructing, reconstructing, operating, maintaining, inspecting, and repairing of utilities facilities. "Public utility easement" does not include an easement solely for the constructing, reconstructing, operating, maintaining, inspecting, and repairing of City facilities. "Public Utility Easement" includes City utility easements described in Shady Cove Municipal Code Chapter 9.01. This definition only applies to the extent of the City's right, title and interest in said easement.
- I. "Right of way" for purposes of this ordinance, means any land or interest therein by deed, conveyance, agreement, dedication, usage or other process of law has been reserved or dedicated to the City for use of the general public and which includes, but is not limited to, the space in, upon, above, along, across, over or under the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, bridges, trails, paths, sidewalks, bicycle lanes, and all other public ways or areas, including the subsurface under and air space over these areas, but does not include parks or parkland. This definition applies only to the extent of the City's right, title, interest and authority to grant a license to occupy and use such areas for utility facilities.
- J. "State" means the State of Oregon.
- K. "Telecommunications Services" means the transmission for hire, of information in electromagnetic frequency, electronic or optical form, including, but not limited to, voice, video or data, whether or not the transmission medium is owned by the provider itself and whether or not the transmission medium is wireline. Telecommunications service includes all forms of telephone services and voice, data and video transport, but does not include: (1) cable service; (2) open video system service, as

defined in 47 C.F.R. 76; (3) private communications system services; (4) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; and (5) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act of 1996.

- L. "Utility Facility or Facility" means any physical component of a system, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, transmitters, plant, equipment and other facilities, located within, under or above the rights-of-way, any portion of which is used or designed to be used to deliver, transmit or otherwise provide utility service.
- M. "Utility Service" is the provision, by means of utility facilities permanently located within, under or above the rights-of-way, whether or not such facilities are owned by the service provider, of electricity, natural gas, telecommunications services, cable services, water, sewer, and/or transportation utility to or from customers within the corporate boundaries of the City, and/or the transmission of any of these services through the City whether or not customers within the City are served by those transmissions.
- N. "Utility Operator or Operator" means any person who owns, places, operates or maintains a utility facility within the rights of way of the City.
- O. "Work" means the construction, demolition, installation, replacement, repair, maintenance or relocation of any utility facility, including but not limited to any excavation and restoration required in association with such construction, demolition, installation, replacement, repair, maintenance or relocation.

Business Licenses

- A. Business License Required. Except as provided in Subsection (B) of this Section, every person providing utility services to customers within the City shall be considered a "business" as defined in Shady Cove City Code and shall be subject to the requirements set forth therein.
- B. Exceptions. Utility operators that have a valid franchise from the City or that obtain a license pursuant to the Licenses section of this Chapter are exempt from the business license requirement of this with respect to the services provided over the facilities subject to the franchise or license.

Licenses

- A. License Required.
1. Except those utility operators with a valid franchise agreement from the City, every utility operator shall obtain a license from the City prior to constructing, placing or locating any utility facilities in the right of way.
 2. Every person that owns or controls utility facilities in the right of way as of the effective date of this Chapter shall apply for a license from the City within 45 days of the later of (1) the effective date of this Chapter or (2) the expiration of a valid franchise from the City, unless a new franchise is granted by the City prior to the expiration date or other date agreed to in writing by the City.
- B. License Application. The license application shall be on a form provided by the City, and shall be accompanied by any additional documents required by the application to identify the applicant, its legal status, including its authorization to do business in Oregon, a description of the type of utility service provided or to be provided by the applicant, and the facilities over which the utility service will be provided, and other information reasonably necessary to determine the applicant's ability to comply with the terms of this Chapter.
- C. License Application Fee. The application shall be accompanied by a nonrefundable application fee or deposit set by resolution of the City Council in an amount sufficient to fully recover all of the City's costs related to processing the application for the license.
- D. Determination by City. The City shall issue, within a reasonable period of time, a written determination granting or denying the license in whole or in part. If the license is denied, the written determination shall include the reasons for denial. The license shall be evaluated based upon the provisions of this Chapter, the continuing capacity of the right of way to accommodate the applicant's proposed utility facilities and the applicable federal, state and local laws, rules, regulations and policies.
- E. Franchise Agreements. If the public interest warrants, the City and utility operator may enter into a written franchise agreement that includes terms that clarify, enhance, expand, waive or vary the provisions of this Chapter, consistent with applicable state and federal law. The franchise may conflict with the terms of this Chapter with the review and approval of City Council. The franchisee shall be subject to the provisions of this Chapter to the extent such provisions are not in conflict with the franchise.

F. Rights Granted.

1. The license granted hereunder shall authorize and permit the licensee, subject to the provisions of the Municipal Code and other applicable provisions of state or federal law, to construct, place, maintain and operate utility facilities in the rights-of-way for the term of the license.
2. The license granted pursuant to this Chapter shall not convey equitable or legal title in the rights of way and may not be assigned or transferred except as permitted in the License portion of this Chapter.
3. Neither the issuance of the license nor any provisions contained therein shall constitute a waiver or bar to the exercise of any governmental right or power, police power or regulatory power of the City as may exist at the time the license is issued or thereafter obtained.

G. Term. Subject to the termination provisions in the License of this Chapter, the license granted pursuant to this Chapter will remain in effect for a term of five (5) years.

H. License Non-Exclusive. No license granted pursuant to this section shall confer any exclusive right, privilege, license or franchise to occupy or use the rights-of-way for delivery of utility services or any other purpose. The City expressly reserves the right to grant licenses, franchises or other rights to other persons, as well as the City's right to use the rights-of-way, for similar or different purposes. The license is subject to all recorded deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the rights-of-way. Nothing in the license shall be deemed to grant, convey, create, or vest in licensee a real property interest in land, including any fee, leasehold interest or easement.

I. Reservation of City Rights. Nothing in the license shall be construed to prevent the City from grading, paving, repairing and/or altering any right of way, constructing, laying down, repairing, relocating or removing City water, transportation or sewer facilities or establishing any other public work, utility or improvement of any kind, including repairs, replacement or removal of any City facilities. If any of licensee's utility facilities interfere with the construction, repair, replacement, alteration or removal of any right of way, public work, city utility, city improvement or city facility, except those providing utility services in competition with a licensee, licensee's facilities shall be removed or relocated as provided in Sections (C), (D) and (E) of this Chapter, in a manner acceptable to the City, and

subject to industry standard engineering and safety codes.

J. Multiple Services.

1. A utility operator that provides or transmits or allows the provision or transmission of utility services and other services over its facilities is subject to the license and privilege tax requirements of this Chapter for the portion of the facilities and extent of services delivered over those facilities.
2. A utility operator that provides or transmits more than one utility service over its facilities is not required to obtain a separate license for each utility service; provided that it gives notice to the City of each utility service provided or transmitted and pays the applicable privilege tax for each utility service.

K. Transfer or Assignment. To the extent permitted by applicable state and federal laws, the licensee shall obtain the written consent of the City prior to the transfer or assignment of the license. The license shall not be transferred or assigned unless the proposed transferee or assignee is authorized under all applicable laws to own or operate the utility system and the transfer or assignment is approved by all agencies or organizations required or authorized under federal and state laws to approve such transfer or assignment. If a license is transferred or assigned, the transferee or assignee shall become responsible for all facilities of the licensee at the time of transfer or assignment. A transfer or assignment of a license does not extend the term of the license.

L. Renewal. At least 90, but no more than 180, days prior to the expiration of a license granted pursuant to this Section, a licensee seeking renewal of its license shall submit a license application to the City, including all information required in Section (B) and the application fee required in (C). The City shall review the application as required by (D) and grant or deny the license within 90 days of submission of the application. If the City determines that the licensee is in violation of the terms of this Chapter at the time it submits its application, the City may require that the licensee cure the violation or submit a detailed plan to cure the violation within a reasonable period of time, as determined by the City, before the City will consider the application and/or grant the license. If the City requires the licensee to cure or submit a plan to cure a violation, the City will grant or deny the license application within 90 days of confirming that the violation has been cured or of accepting the licensee's plan to cure the violation.

M. Termination.

1. Revocation or Termination of a License. The City Council may terminate or revoke the license granted pursuant to this Chapter for any of the following reasons:
 - (a) Violation of any of the provisions of this Chapter;
 - (b) Violation of any provision of the license;
 - (c) Misrepresentation in a license application;
 - (d) Abandonment of facilities without approval to abandon in place as described in Section D. 2 (b);
 - (e) Failure to pay taxes, compensation, fees or costs due the City after final determination of the taxes, compensation, fees or costs;
 - (f) Failure to restore rights-of-way after construction as required by this Chapter or other applicable state and local laws, ordinances, rules and regulations;
 - (g) Failure to comply with technical, safety and engineering standards related to work in the rights-of-way; or
 - (h) Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by state or federal law for the placement, maintenance and/or operation of the utility facilities.

2. Standards for Revocation or Termination. In determining whether termination, revocation or some other sanction is appropriate, the following factors shall be considered:
 - (a) The egregiousness of the misconduct;
 - (b) The harm that resulted;
 - (c) Whether the violation was intentional;
 - (d) The utility operator's history of compliance; and/or
 - (e) The utility operator's cooperation in discovering, admitting and/or curing the violation.

3. Notice and Cure. The City shall give the utility operator written notice of any apparent violations before terminating a license. The notice shall include a short and concise statement of the nature and general facts of the violation or noncompliance and provide a reasonable time (no less than 20 and no more than 40 days) for the utility operator to demonstrate that the utility operator has remained in compliance, that the utility operator has cured or is in the process of curing any violation or noncompliance, or that it would be in the public interest to impose a penalty or sanction less than termination or revocation. If the utility operator is in the process of curing a

violation or noncompliance, the utility operator must demonstrate that it acted promptly and continues to actively work on compliance. If the utility operator does not respond or if the City Administrator or designee determines that the utility operator's response is inadequate, the City Administrator or designee shall refer the matter to the City Council, which shall provide a duly noticed public hearing to determine whether the license shall be terminated or revoked.

Construction and Restoration.

- A. Utility facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations, including the National Electrical Code and the National Electrical Safety Code and shall comply with the encroachment provisions set forth in the Shady Cove Municipal Code.

No person shall construct, install, or perform any work on utility facilities within the rights-of-way without first obtaining all required permits in accordance with Municipal Code. The City shall not issue a permit for the construction, installation, maintenance or repair of utility facilities unless the utility operator of the facilities has applied for and received the license required by this Chapter, or has a current franchise with the City, and all applicable fees have been paid.

In the event that an emergency impacts public health or safety or an unplanned interruption in utility service requires repairs, the utility operator shall immediately notify the City of the need for such repair. The utility operator may immediately initiate such immediate repairs and shall apply for appropriate permits within three business days following discovery of the emergency.

- B. Unless otherwise provided in a franchise agreement or as set forth in subparagraph 3 below, a performance bond or other form of surety acceptable to the City equal to at least 100% of the estimated cost of the work within the right of way of the City shall be provided before construction is commenced.
1. The performance bond or other form of surety acceptable to the City shall remain in force until 60 days after substantial completion of the work, as determined in writing by the City, including restoration of rights of way and other property affected by the construction.

2. The performance bond or other form of surety acceptable to the City shall guarantee, to the satisfaction of the City:
 - (a) Timely completion of the work;
 - (b) That the work is performed in compliance with applicable plans, permits, technical codes and standards;
 - (c) Proper location of the facilities as specified by the City;
 - (d) Restoration of the rights of way and other property affected by the work; and
 - (e) Timely payment and satisfaction of all claims, demands or liens for labor, material, or services provided in connection with the work.

3. Upon request by a utility operator, the City Administrator may waive the bonding requirement for work performed in the right of way by
 - (i) utility operators regulated by the Oregon Public Commission; or
 - (ii) contractors on such utility's behalf and under the utility's control,when the utility has adequately performed to the City's satisfaction its obligations under prior franchises or licenses with the City for the immediately preceding three (3) years prior to the request. In the event the City determines that measures are required to repair the rights-of-way as a result of work performed by a contractor on behalf of a utility operator, the utility operator shall take necessary corrective measures on behalf of the independent contractor and satisfactory to the City, within 60 days following notice from the City, except in situations corrective measures are in order to protect public health or safety, in which case corrective measures will be made immediately following notice from the City. Any waiver granted shall be effective for the duration of the license issued pursuant to Section 4.18.060 or at such time as the utility or its contractors ceases to adequately perform to the City's satisfaction the utility's obligations under its license, whichever first occurs. In the event of inadequate performance, the City shall notify the utility in writing describing the inadequate performance and specifying a date certain (not less than 30 days) by which the inadequate performance will be remedied to the City's satisfaction or a bond or other form of surety described in Section B shall be provided.

- C. A utility operator shall preserve and protect from injury other utility operators' facilities in the rights-of-way, the public using the rights-of-way and any adjoining property, and take other necessary measures to protect life and property, including but not limited to buildings, walls, fences, trees or utilities that may be subject to damage from the permitted work. A utility operator shall be responsible for all damage to public or private property resulting from its failure to properly protect people and property and to carry out the work.
- D. Inspection. Every utility operator's facilities shall be subject to the right of periodic inspection and testing by the City to determine compliance with the provisions of this Chapter and all other applicable state and City codes, ordinances, rules and regulations. Every utility operator shall cooperate with the City in permitting the inspection of utility facilities upon request of the City.
- E. Coordination of Construction. All utility operators are required to make a good faith effort to both cooperate with and coordinate their construction schedules with those of the City and other users of the rights of way.
 - 1. Prior to January 1 of each year, utility operators shall provide the City with a schedule of known proposed large capital construction and/or facility maintenance for that year in, around or that may affect the rights-of-way.
 - 2. Utility operators shall meet with the City annually, or as determined by the City, to schedule and coordinate construction in rights-of-way to minimize public inconvenience or disruption.
 - 3. All construction locations, activities and schedules within rights-of-way shall be coordinated as ordered by the City Administrator or designee, to minimize public inconvenience, disruption, or damages.

Location of Facilities

- A. Location of Facilities. Unless otherwise agreed to in writing by the City, whenever any existing electric utilities, cable facilities or telecommunications facilities are located underground within a right of way of the City, any other utility operator with permission to occupy the same right of way shall locate its facilities underground. This requirement shall not apply to:
 - 1. Facilities used for transmission of electric energy at nominal voltages in excess of 35,000 volts;

2. or to pedestals, cabinets or other above-ground equipment; and
3. to other new facilities provided that the City grants prior written approval for overhead placement. The City reserves the right to require written approval of the location of any such above-ground equipment.

B. Interference with rights of way. No utility operator or other person may locate or maintain its facilities so as to unreasonably interfere with the use of the rights of way by the City, by the general public or by other persons authorized to use or be present in or upon the rights of way. All use of the rights of way shall be consistent with City codes, ordinances and regulations.

C. Relocation of Utility Facilities.

1. A utility operator shall, at no cost to the City, relocate its aerial utility facilities underground when requested to do so in writing by the City, consistent with applicable state and federal laws, regulations and tariffs.
2. A utility operator shall, at no cost to the City, temporarily or permanently remove, relocate, change or alter the position of any utility facility within a right of way when requested to do so in writing by the City. Nothing herein shall be deemed to preclude the utility operator from requiring or requesting reimbursement or compensation from a third party, pursuant to applicable laws, regulations, tariffs, and agreements, or otherwise provided that such reimbursement or compensation shall not delay the utility operator's obligation to comply with this section in a timely manner.
3. Except in the case of an emergency impacting public health or safety or an unplanned interruption of Utility Service, the City shall provide at least 120 days prior written notice of the amount of time for removal, relocation, change, alteration or undergrounding. If a utility operator fails to remove, relocate, alter or underground any utility facility as requested by the City and by the date established by the City, the City may cause the utility facility to be removed, relocated, altered or undergrounded at the utility operator's sole expense. Upon receipt of a detailed invoice from the City, the utility operator shall reimburse the City for the costs the City incurred within 120 days.

D. Removal of Unauthorized Facilities.

1. Except in the case of an emergency impacting public health or safety or an unplanned interruption of Utility Service and unless otherwise agreed to in writing by the City Administrator or designee, within 120 days following written notice from the City, a utility operator and any other person that owns, controls, or maintains any abandoned or unauthorized utility facility within a right of way shall, at its own expense, remove the facility and restore the right of way.
2. A utility system or facility is unauthorized under any of the following circumstances:
 - (a) The utility facility is outside the scope of authority granted by the City under the license, franchise or other written agreement. This includes facilities that were never licensed or franchised and facilities that were once licensed or franchised but for which the license or franchise has expired or been terminated. This does not include any facility for which the City has provided written authorization for abandonment in place.
 - (b) The facility has been abandoned and the City has not been provided prior written notice of such abandonment in place. A facility is abandoned if it is not in use and is not planned for further use. A facility will be presumed abandoned if it is not used for a period of 15 months. A utility operator may overcome this presumption by presenting plans for future use of the facility.
 - (c) The utility facility is improperly constructed or installed or is in a location not permitted by the license, franchise or this Chapter.
 - (d) The utility operator is in violation of a material provision of this Chapter and fails to cure such violation within 30 days of the City sending written notice of such violation, unless the City extends such time period in writing.

E. Removal by City.

1. The City retains the right and privilege to cut or move the facilities of any utility operator or similar entity located within the public rights of way of the City, without notice, as the City may determine to be necessary, appropriate or useful in response to a public health or safety emergency.
2. If the utility operator fails to remove any facility when required to do so under this Chapter, the City may remove the facility using qualified personnel or contractors consistent with applicable state and federal safety laws and regulations and the utility operator shall be responsible for paying the full cost of the removal and any administrative costs incurred by the City in removing the facility and obtaining reimbursement. Upon receipt of a detailed invoice from the City, the utility operator shall reimburse the City for the costs the City incurred within 30 days. The obligation to remove shall survive the termination of the license or franchise.
3. The City shall not be liable to any utility operator for any damage to utility facilities by the City or its contractor in removing, relocating or altering the facilities pursuant to paragraphs (B), (C) or (D) of this Section 4.18.080 or undergrounding its facilities as required by paragraph (A) of this Section 4.18.080, or resulting from the utility operator's failure to remove, relocate, alter or underground its facilities as required by those paragraphs.

- F. As Built Drawings. The utility operator shall provide the City with two updated complete sets of as built plans annually, upon request of the City.

Leased Capacity

A utility operator may lease capacity on or in its systems to others, provided that, upon request, the utility operator provides the City with the name and business address of any lessee.

City's Use of Operator Facilities

- A. The City shall have the right, at the City's sole expense with prior written notice to and approval of the utility operator to suspend and maintain alarms, wires, control boxes and such other equipment as the City may require for fire, police, emergency or other municipal purposes on poles placed by the utility within the right of way. All City installed overhead and/or underground equipment shall be installed by qualified personnel and shall be in compliance with Oregon State Electrical Codes and the National Electric Safety Code at all times.

- B. The City shall install such equipment so as not to interfere with the electric power and light service of the utility operator or pose a danger to the public utility's facilities, employees, customers or customers property. The City shall not sell or lease space on the utility operator's poles, conduits, or other equipment to other entities. The City shall indemnify, defend and save the operator harmless from any and all loss sustained by the utility operator on account of any suit, judgment, execution, claim, or demand whatsoever arising out of the City's installation, operation and maintenance of such equipment.

Maintenance

- A. Every utility operator shall install and maintain all facilities in a manner that prevents injury to the right of way or public utility easements, the City's property or the property belonging to another person. The utility operator shall, at its own expense, repair and maintain facilities from time to time as may be necessary to accomplish this purpose.
- B. When an underground excavation or construction and installation of facilities has been completed, the utility operator shall remove all debris from the project site and restore the portion of the right of way, property or place to the same condition or as near as practicable to its previous condition prior to such construction work in accordance with restoration standards established by the City Administrator. If the utility operator fails to do so within a reasonable time, the City may restore the site at the utility operator's expense.
- C. The City shall provide written notice to the utility operator of any facility that requires maintenance and repair. Unless an emergency condition exists, the maintenance and repair shall be completed within 120 days following notice. If the utility operator fails to provide necessary maintenance or repair as requested by the City and by the date set by the City, the City may perform such maintenance or repair at the utility operator's sole expense. Upon a detailed invoice from the City, the utility operator shall reimburse the City for the costs the City incurred within 120 days.

Vacation

If the City vacates any right of way, or portion thereof, that a utility operator uses, the utility operator shall, at its own expense, remove its facilities from the right of way unless the City reserves a public utility easement, which the City shall make a reasonable effort to do provided that there is no cost or expense to the City, or the utility operator obtains an easement for its facilities. If the utility operator fails to remove its facilities within 120 days after a right of way is vacated, or as otherwise directed or agreed to in writing by the City, the City may remove the facilities at the utility operator's sole expense. Upon receipt of an invoice from the City, the utility operator shall reimburse the City for the costs the City incurred within 30 days.

Privilege Tax

A. Privilege Tax.

1. Except as set forth in previous sections, every utility operator shall pay the privilege tax calculated as a percentage of gross revenues earned from the provision of utility service to customers within the City at the following rates for each service provided during the term of the license:

Electric	7%
Natural Gas	7%
Telecommunications	7%
Cable	7%
Water	7%
Sanitary Sewer	7%

2. Unless otherwise agreed to in writing by the City, the privilege tax shall be paid quarterly, in arrears, for each quarter during the term of the license, within 30 days after the end of each calendar quarter. Each payment shall be accompanied by an accounting of gross revenues, if applicable, and a calculation of the amount payable.
3. Except as set forth in previous chapters, "gross revenues" means any and all revenue, of any kind, nature or form, derived from the provision of retail utility services to customers within the City, less net uncollectibles.
4. For purposes of this section, "gross revenues" for a telecommunications utility, as defined in ORS 759.005, shall be limited to the revenues defined in ORS 221.515.

- B. **Transmission Line Fee.** A utility operator that does not earn gross revenues from the provision of utility service to customers within the City shall pay the transmission line fee set by Council resolution or set forth in the license granted by the City. The fee may be a flat fee per lineal foot of utility facilities in the City or such other fee determined by the Council after consideration of the utility operator's use or proposed use of the right of way. Unless otherwise agreed to in writing by the City, the fee shall be paid annually, in arrears, for each year during the term of this license within 30 days after the end of each calendar year, and shall be accompanied by information sufficient to illustrate the calculation of the amount payable.
- C. **Attachment Fee.** A utility operator whose only facilities in the right of way are facilities mounted on structures within the right of way, which structures are owned by another person, and with no facilities strung between such structures or otherwise within, under or above the right of way, shall pay the attachment fee set by Council resolution or set forth in the license granted by the City. The fee may be a flat fee per structure, or such other fee determined by the Council after consideration of the utility operator's use or proposed use of the right of way. Unless otherwise agreed to in writing by the City, the fee shall be paid annually, in arrears, for each year during the term of this license within 30 days after the end of each calendar year, and shall be accompanied by information sufficient to illustrate the calculation of the amount payable.
- D. **Privilege tax payments** required by this section shall be reduced by any franchise fee payments received by the City, but in no case will be less than \$0.
- E. **The utility operator shall pay interest** at the rate of nine percent (9%) per year for any payment due pursuant to this section made after the due date.
- F. **The calculation of the privilege tax or other fees** required by this section shall be subject to all applicable limitations imposed by federal or state law. The City reserves the right to enact any and all other taxes and fees applicable to the utilities subject to the Chapter.

Audits

- A. **Within 30 days of a written request** from the City, or as otherwise agreed to in writing by the City, the provider of utility service shall:

1. Furnish the City with information sufficient to demonstrate that the utility operator is in compliance with all the requirements of this Chapter and its franchise agreement, if any, including but not limited to the privilege tax payments required by this Ordinance and the franchise fee required in any franchise.
 2. Make available for inspection by the City at reasonable times and intervals all maps, records, books, diagrams, plans and other documents, maintained by the utility operator with respect to its facilities within the public rights of way or public utility easements. Access shall be provided within the City, unless prior arrangement for access elsewhere has been made with the City.
- B. If the City's audit of the books, records and other documents or information of the utility operator demonstrate that the utility operator has underpaid the privilege tax or franchise fee by five percent (5%) or more in any one year, the utility operator shall reimburse the City for the cost of the audit, in addition to any interest owed pursuant to this Ordinance or as specified in a franchise.
- C. Any underpayment, including any interest or audit cost reimbursement, shall be paid within 30 days of the City's notice to the utility service provider of such underpayment.
- D. In the event that the City reasonably estimates that the cost of the audit will exceed \$10,000, the utility operator shall have the option to select a neutral and qualified auditor mutually acceptable to the City and the utility operator to perform the audit.

Insurance and Indemnification

- A. Insurance.
1. All utility operators shall maintain in full force and affect the following liability insurance policies that protect the utility operator and the City, as well as the City's officers, agents, and employees:
 - (a) Comprehensive general liability insurance with limits not less than:
 - (i) Three million dollars (\$3,000,000) for bodily injury or death to each person;
 - (ii) Three million dollars (\$3,000,000) for property damage resulting from any one accident; and
 - (iii) Three million dollars (\$3,000,000) for all other types of liability.

- (b) Motor vehicle liability insurance for owned, non-owned and hired vehicles with a limit of one million dollars (\$1,000,000) for each person and three million dollars (\$3,000,000) for each accident.
- (c) Worker's compensation within statutory limits and employer's liability with limits of not less than one million dollars (\$1,000,000).
- (d) Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars (\$3,000,000).

2. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. The coverage must apply as to claims between insureds on the policy. The Certificate of Insurance shall provide that the insurance shall not be canceled or materially altered without 30 days prior written notice first being given to the City. If the insurance is canceled or materially altered, the utility operator shall provide a replacement policy with the terms as outlined in this section. The utility operator shall maintain continuous uninterrupted coverage, in the terms and amounts required. The utility operator may self-insure any or all of the above coverage.

3. The utility operator shall maintain on file with the City a Certificate of Insurance, or proof of self-insurance acceptable to the City, certifying the coverage required above.

B. Financial Assurance. The utility operator shall provide a performance bond or other financial security, in a form acceptable to the City, as security for the full and complete performance of the franchise or license, if applicable, and compliance with the terms of this Chapter, including any costs, expenses, damages or loss the City pays or incurs because of any failure attributable to the utility operator to comply with the codes, ordinances, rules, regulations or permits of the City. This obligation is in addition to the performance surety required by Section 4.18.070 (B) of this Chapter for construction of facilities. The provisions of this Subsection B shall not apply to utility operators who, in the City's sole discretion, have adequately performed to the City's satisfaction their obligations under prior franchises or licenses with the City for the immediately preceding three (3) years prior to application for a new franchise or license.

C. Indemnification

1. Each utility operator shall defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any and all liability, causes of action, claims, damages, losses, judgments and other costs and expenses, including attorney fees and costs of suit or defense (at both the trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity in any way arising out of, resulting from, during or in connection with, or alleged to arise out of or result from the negligent, careless, or wrongful acts, omissions, failure to act, or other misconduct of the utility operator or its affiliates, officers, employees, agents, contractors, subcontractors, or lessees in the construction, operation, maintenance, repair, or removal of its facilities, and in providing or offering utility services over the facilities, whether such acts or omissions are authorized, allowed, or prohibited by this Chapter or by a franchise agreement. The acceptance of a license under Section 4.18.060 shall constitute such an agreement by the applicant whether the same is expressed or not. Upon notification of any such claim the City shall notify the utility operator and provide the utility operator with an opportunity to provide defense regarding any such claim.

2. Every utility operator shall also indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from the utility operator's failure to remove or relocate any of its facilities in the rights of way or easements in a timely manner, unless the utility operator's failure arises directly from the City's negligence or willful misconduct.

Compliance

Every utility operator shall comply with all federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all applicable ordinances, resolutions, rules and regulations of the City, heretofore or hereafter adopted or established during the entire term of any license granted under this Chapter.

Confidential/Proprietary Information

If any utility operator is required by this Chapter to provide books, records or information to the City that utility operator reasonably believes to be confidential or proprietary, the City shall take reasonable steps to protect the confidential or proprietary nature of the books, records or information, to the extent permitted by Oregon public records laws, provided that they are clearly designated as such by the utility operator at the time of disclosure to the City. The City shall not be required to incur any costs to protect such document, except as to the City's routine internal procedures for complying with Oregon public records law.

Penalties

- A. Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter shall be fined not less than \$100 nor more than \$1,000 for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs. Fine shall be due and payable no later than 30 days from receipt of the City's notification of the offense. Interest on unpaid fines shall accrue at the rate of nine percent (9%) per annum from the due date.
- B. Nothing in this Chapter shall be construed as limiting any judicial or other remedies the City may have at law or in equity, for enforcement of this Chapter.

Severability and Preemption

- A. The provisions of this Chapter shall be interpreted to be consistent with applicable federal and state law, and shall be interpreted, to the extent possible, to cover only matters not preempted by federal or state law.
- B. If any article, section, subsection, sentence, clause, phrase, term, provision, condition or portion of this Chapter is for any reason declared or held to be invalid or unenforceable by any court of competent jurisdiction or superseded by state or federal legislation, rules, regulations or decision, the remainder of this Chapter shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, clause, phrase, term, provision, condition, covenant and portion of this Chapter shall be valid and enforceable to the fullest extent permitted by law. In the event any provision is preempted by federal or state laws, rules or regulations, the provision shall be preempted only to the extent required by law and any portion not preempted shall survive. If any federal or state law resulting in preemption is later repealed, rescinded, amended or otherwise changed to

end the preemption, such provision shall thereupon return to full force and effect and shall thereafter be binding without further action by the City.

Application to Existing Agreements

To the extent that this Chapter is not in conflict with and can be implemented consistent with existing franchise agreements, this Chapter shall apply to all existing franchise agreements granted to utility operators by the City.

Adopted by the City Council of the City of Shady Cove this ___ day of ___ 2023.

Approved:

Jon Ball, Mayor

Thomas J. Corrigan, City Administrator

Council Vote:

Councilor Nuckles
Councilor Winfrey
Councilor Hubbard
Councilor Mitchell

