

Marketing Update

March 6, 2017

Florence
OREGON'S COASTAL PLAYGROUND!

Florence
OREGON'S COASTAL PLAYGROUND!
2017 EVENTS & FESTIVALS!

MAY 19-21
110TH RHODODENDRON FESTIVAL
GRAND FLORAL PARADE 5/21

JULY 1
WINGS & WHEELS FLY-IN & CAR SHOW

JULY 4
INDEPENDENCE DAY CELEBRATION

SEPTEMBER 8-10
RODS 'N' RODDIES INVITATIONAL CAR SHOW

OCTOBER 7-8
WINE WALK, CHOWDER FEST & GREAT GLASS FLOAT OVERAWAY

OCTOBER 14
OKTOBERFEST

NOVEMBER 24-26
FLORENCE HOLIDAY FESTIVAL & MAYOR'S TREE LIGHTING

OREGON COAST
Florence
Area Chamber of Commerce
FLORENCECHAMBER.COM/ADVENTURES | 541-997-3128

OREGON'S COASTAL PLAYGROUND!
Florence

Plan your next epic vacation with us!

FLORENCECHAMBER.COM/ADVENTURES 541-997-3128

OREGON'S COASTAL PLAYGROUND!
Florence

PLAN YOUR EPIC VACATION TODAY!
FLORENCECHAMBER.COM/ADVENTURES 541-997-3128

Co-op Ads w/ Florence Events Center
Oregon Coast Visitor's Association and Travel Lane County

Florence
OREGON'S COASTAL PLAYGROUND!

Plan your next vacation today!
FLORENCECHAMBER.COM/ADVENTURES
541-997-3128

Come for the Fun!
What's New!
When: May 19-21
Where: 110th Rhododendron Festival Grounds
Admission: \$10, \$15, \$20
110th Annual Rhododendron Festival
May 19-21
110th Annual Rhododendron Festival
May 19-21
110th Annual Rhododendron Festival
May 19-21

Always Something Happening
Our 2017 big 10 conference center and cultural center are home to world class entertainment, live performances, and are available for your special event. Florence Events Center your special occasion destination!

Concerts
Banquets
Receptions
Weddings
Trade Shows
Live Theater

www.visitoregoncoast.com
www.florencechamber.com | 541-997-3128

EXPLORE FLORENCE

COME DISCOVER OREGON'S COASTAL PLAYGROUND!

There is so much to do! Big blue adventures, world-class golf, breathtaking and life-providing dunes, amazing scenery, custom jewelry, and long moments under the beach. Make great first-time memories, family reunion funerals, and beautiful moments. And don't just see it! The Florence Events Center has international and other entertainment, and is perfect for receptions, wedding receptions, and receptions. Make it a day at the beach - or here!

Plan your epic Oregon Coast getaway at FlorenceChamber.com/Adventures

PLAN YOUR EPIC VACATION TODAY!
FLORENCECHAMBER.COM/ADVENTURES
541-997-3128

Florence
OREGON'S COASTAL PLAYGROUND

Successful meetings start here...

Your group's breakthrough event can have 21,000 sqft. of space, a 450-seat state-of-the-art auditorium, double flat floor for up to 400, on-site catering, and executive conference rooms.

...but the after-meeting starts here!

Imagine your group tearing up and over a 500-foot dune, strolling uncrowded beaches, exploring quaint shops, and savoring the freshest catch at dunes.

Florence
OREGON COAST
Area Chamber of Commerce
FlorenceChamber.com | 541-987-3128

Florence Events Center
Always Something Happening
541-987-3794 | 538-366-4266
1000 N. STATE ST. FLORENCE, OREGON 97112

**Co-op with
Florence Events
Center**

Travel Lane County's
Online Meeting
Planner's Guide

Florence
OREGON'S COASTAL PLAYGROUND

Come for the fun!

SPRING BREAK 3/25-4/2
Florence Fest '17, Wine-Art-Jazz 3/31-4/1
110th Rhododendron Festival 5/19-21

Plan your next epic vacation now!
FLORENCECHAMBER.COM/ADVENTURES

Florence
OREGON'S COASTAL PLAYGROUND

Storm Watching NOW!
Valentine Specials
President's Day Weekend 2/18-2/20
SPRING BREAK 3/25-4/2
Wine-Art-Jazz Fest 3/31-4/1
Rhododendron Festival 5/19-21

Plan your next epic vacation now!
FLORENCECHAMBER.COM/ADVENTURES

Florence
OREGON'S COASTAL PLAYGROUND

Plan now for winter storm watching!

FLORENCECHAMBER.COM/ADVENTURES

Florence
OREGON'S COASTAL PLAYGROUND

So much to do! Learn more at
FLORENCECHAMBER.COM/ADVENTURES

Florence
OREGON'S COASTAL PLAYGROUND

So much to do! Learn more at
FLORENCECHAMBER.COM/ADVENTURES

Florence
OREGON'S COASTAL PLAYGROUND

July 2
Wings & Whimsy
Rimrock Car Show

July 4
Independence Day Festivities
Live music, games,
bonfire at 6:00 PM

So Much To Do!
Visit FlorenceChamber.com

Register-Guard

Total estimated impressions based on distribution:

	Distribution
101 Things To Do on the Oregon Coast (2 ads)	125,000 annually
Oregon Coast Magazine	30,000 3x/year
Oregon Resource Guide	10,000 annually
Eugene Magazine	45,000 quarterly
Travel Lane County/Eugene, Cascades & Coast Magazine	120,000 annually
Travel Lane County online Meeting Planner’s Guide	12,500 annually
Oregon Coast Visitor’s Association	100,000 annually
Register-Guard monthly ad on Oregon Coast page	53,000 12x/year
Total	1,138,500 total impressions






1,945,000 online impressions so far—October through January

550 click-throughs to the website, Facebook, and phone calls from mobile devices in January alone.

Average click-through rate has been **.15% (nearly 2x industry average)**

Free spots on TV (6:00 a.m. to midnight)

- 20 a week on MeTV
- 10 per week on KEZI
- 445 more scheduled through January through March.
- More to come under the next schedule!

Original proposal promised 4,000,000 impressions by end of campaign.
CTR will grow as we move into spring.

Comcast Cable:

Target: Adults 25-64 who travel to coast, like outdoors, food/beverage, etc.

Portland (including Vancouver, Longview, Salem, Corvallis, Albany, Newport, Lincoln City, Yachats, LaGrande, Baker City)

Total commercials: 1,116 Cable + some on DIRECTV & Dish Network

Total impressions: 1.23 million

Weekly frequency: Average over 4.0

Reach: 19.6%

Eugene (including Springfield, Cottage Grove, Roseburg, Canyonville)

Total commercials: 2,906

Total impressions: 456,708

Weekly frequency: Average over 5.0

Reach: 69.1%

Totals

Commercials: 4,022 x :15s

Impressions: 1.7 million

With great reach and frequency!



Florence, Oregon

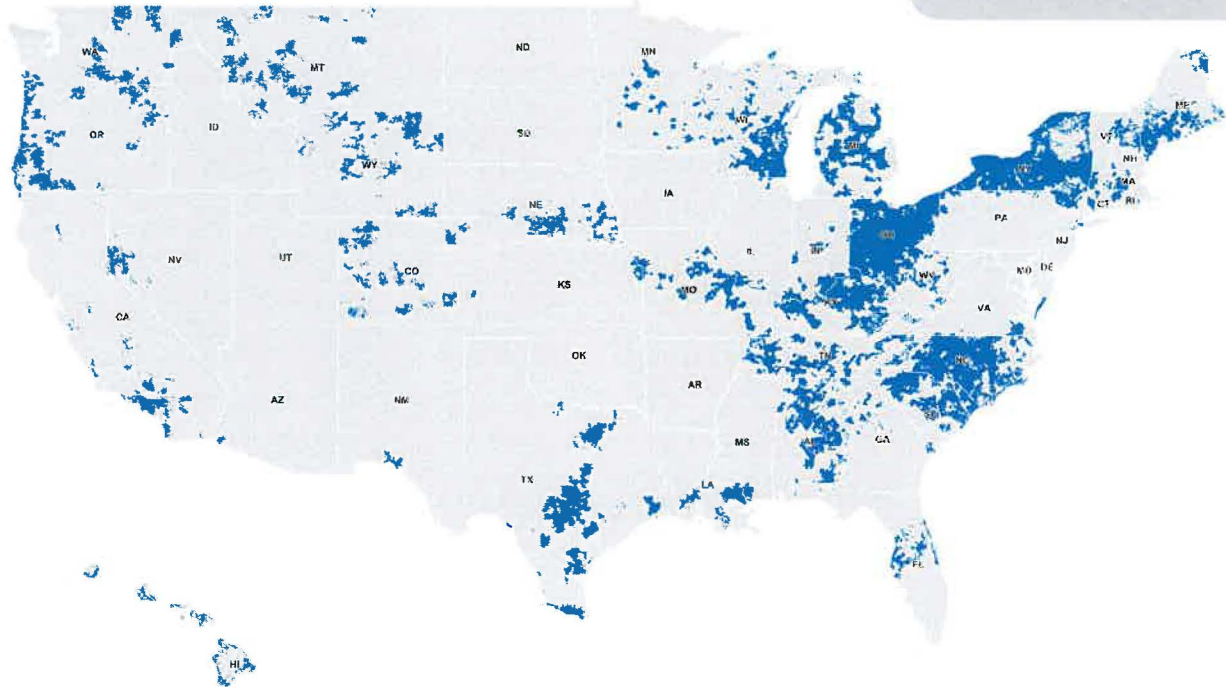
March 6, 2017



Distributed at
3.6.17 City Council
Meeting - Agenda
Item #2

National Footprint

- Acquired Time Warner Cable and Bright House Networks in 2016. Combined company is the 3rd largest video provider and 2nd largest Internet provider



- 100 Mbps available to consumers
- 60 Mbps is the slowest tier sold
- 10 Gbps to schools, libraries and businesses

- Fortune 500 Company
- 25 Million Customers
 - 41 States
- Over 90,000 Employees

CLOSING THE DIGITAL DIVIDE

Spectrum Internet Assist

- **\$14.99** per month
- Fastest available broadband speed for low-cost service (30/4 Mbps)
- For eligible low-income families and seniors

Visit **www.SpectrumInternetAssist.com**
for more Information

STRENGTHENING COMMUNITIES

Charter is committed to improving communities and impacting lives where our customers and employees live, work and play.

Spectrum Housing Assist partners with nonprofit organizations and engages employee and community volunteers to repair homes across the U.S., with a goal to improve **25,000** homes by 2020.

DEDICATED TO THE COMMUNITIES WE SERVE

We sponsored the 5th Annual Oregon Coastal Caucus in North Bend with over **500** state senators, representatives and staff in attendance.

- To assist veterans and their families with the transition back into civilian life, we partner with the Department of Defense's ***Military Spouse Employment Partnership*** program and support ***VetNet***, an employee resource group assisting veteran employees in the workplace.
- We partner with the C-SPAN Education Foundation to help create the StudentCam contest. Together we challenge students to think critically about national issues and submit their commentary in the form of documentaries to C-SPAN.

CREATING AMERICAN JOBS

Committed to bringing back customer service jobs from overseas and hiring **20,000** U.S. workers

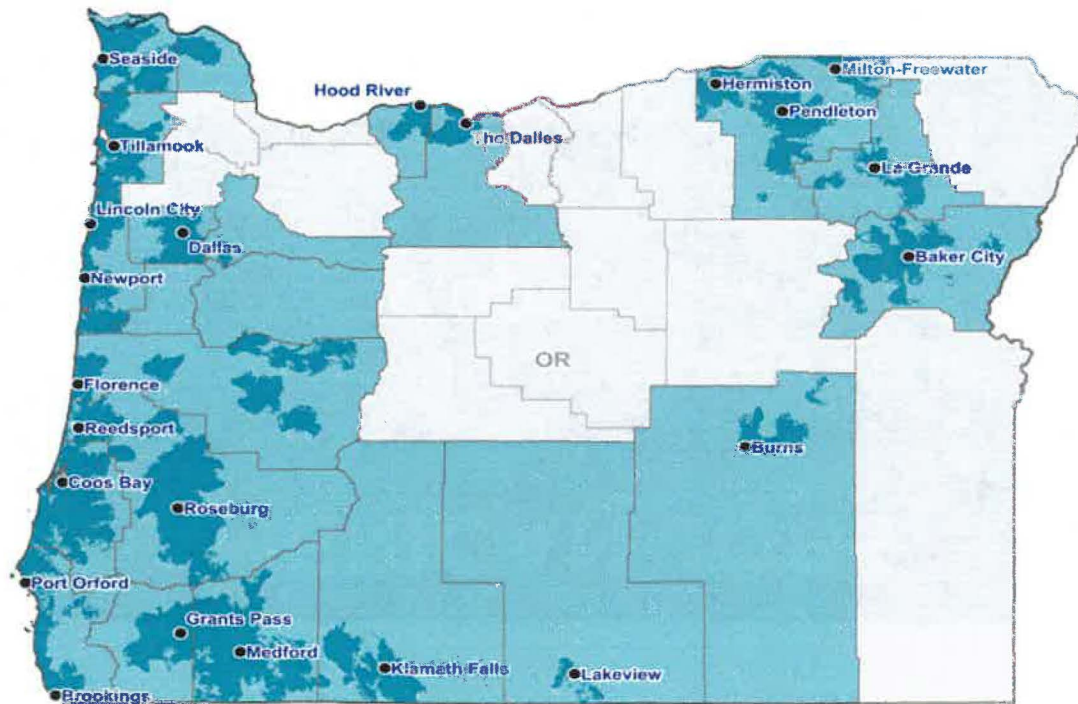
Current employees in Oregon: 394

Charter in Oregon

CUSTOMERS:
216,089

COMMUNITIES SERVED:
96

TOTAL TAX
CONTRIBUTION:
\$16 million



Charter in Florence

1983 First Franchise

Franchise Fees

Upgraded Service 2015

60 Mbps Internet

200+ HD Channels

Voice Service

10,000 On Demand Titles

Current Franchise Negotiation

2013 Franchise Renewal Negotiation Began

Now March 6, 2017

December 1, 2016 (3 months ago) final 7 issues resolution approved by our legal team

2.1 Grant of Franchise, Charter is willing to leave in last sentence if we can agree on the changes below.

2.2 Equal Protection you gave two options we chose the first.

8.2 Underground Construction, we adopted the Tillamook language as agreed.

11.1 Transfer, removed the consent requirement as this is not in the Cable Act.

13.1 Use of PEG, changed the word available to accessible.

14. Free drops and cable service, listed the 4 current locations.

15.5 D. Revocation, removed consent.

CHARTER OREGON LEADERSHIP

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FRANCHISE AGREEMENT
CITY OF FLORENCE, OREGON

This Franchise Agreement (“Franchise”) is between the City of Florence, Oregon, hereinafter referred to as the “Grantor” and Falcon Cable Systems Company II, L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board/Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, *et. seq.*
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.

- F. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, derived by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area including, but not limited to amounts for Cable Services, premium cable services, advertising revenue, home shopping revenue, installation fees and all leased access programming fees; provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the Franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State law.
- G. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. “Service Area” shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 6 hereto.
- I. “State” shall mean the State of Oregon.
- J. “Right of Way” shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which is under the jurisdiction or control of Grantor to the extent Grantor has the right, title, interest and/or authority to grant a Franchise to occupy and use such Right of Way, and shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. Subject to the terms and conditions of this Franchise Agreement, and applicable law, the Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Right of Way, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. This Franchise neither authorizes nor restricts telecommunications or other non-Cable Services.

2.2 Equal Protection.

Nothing in this Franchise shall be construed to prohibit Grantor from granting to other Persons rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other Right of Way by franchise, permit or otherwise, except as expressly limited in this Section 2.2. Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Cable Act or any such successor statute. Nothing in this Franchise shall impair the right of the Parties to seek other remedies available under law. The Parties agree that, notwithstanding any provision of this Section, the Grantor shall not be obligated to comply with the provisions of this Section to the extent doing so would cause the Grantor to violate applicable laws or FCC rules. The Grantee acknowledges and agrees that the Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide video programming services via Cable Systems or similar wireline systems located in the Public Rights of Way. Grantor shall treat wireline Cable Service competitors in a nondiscriminatory manner in keeping with federal and state law. If the Grantor grants such wireline Cable Service competitors an additional Franchise or authorization to use the Public Rights of Way, and if the obligations applicable to Grantee are more burdensome or less favorable than those imposed on such competing wireline Cable Services providers, then upon thirty (30) days prior written notice to the Grantor, Grantee shall have the right and may choose, to the extent consistent with applicable State and Federal laws:

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

In determining whether the material obligations of this Agreement are more burdensome or less favorable than the material obligations of a competing wireline Cable Service provider's Agreement, a court of competent jurisdiction shall consider the comparative material obligations in their totality.

Nothing in this Franchise shall impair the right of the Grantee to seek other remedies available under the law.

2.3 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term of 10 years, commencing on the Effective Date of this Franchise as set forth in Section 16.8.

2.4. Police Powers and Conflicts with Franchise. Notwithstanding any other provision of this Franchise, Grantee's rights are subject to the police powers of the Grantor to adopt and enforce ordinances necessary for the safety, health and welfare of the public ("Police Powers"), which are generally applicable local ordinances which are lawfully adopted under Grantor's general Police Power authority, to the extent that the provisions of the ordinances do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Cable Services Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general Police Power, the Grantor will not take any unilateral action which materially changes the mutual promises in this contract. Subject to Section 2.2 above, any

amendments to this Franchise must be made in writing signed by the Grantee and the Grantor. Subject to the foregoing, in the event of an express conflict between this Franchise and a Grantor ordinance or regulation pertaining to Cable Services that is not generally applicable, this Franchise shall control.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the Right of Way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Parties that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend, indemnify and hold harmless the Grantor, its officers, boards, commissions, agents, and employees for all claims, liabilities, damages and penalties including but not limited to attorney fees for injury to any Person or property related to or arising as a result of the construction, operation or maintenance of the Cable System. Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. However, if the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$2,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	

Umbrella Liability

\$2,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured arising out of work performed by Charter to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- D. The limits of insurance as provided herein shall be subject to any changes regarding the maximum limits of tort liability for municipalities in the State of Oregon during the term of this Franchise.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall continue to provide Cable Service within the Service Area to all residences where Grantee currently provides such Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Developments Underground. In cases of property development where utilities are to be placed underground, to the extent that Grantor issues a permit for open trenching to any developer, Grantor agrees to use reasonable efforts encourage developer to coordinate construction and undergrounding schedules for the open trenching such that all utilities in the Right of Way, including Grantee, shall have at least thirty (30) days prior notice of such construction or undergrounding, and of the particular dates on which open trenching will be available for Grantee's installation of Grantee facilities.

6.3 Annexation. The Grantor shall provide written notice to the Grantee of its annexation of any territory. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1, above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Any identified Subscriber addresses shall be included in Grantee's Franchise Fee calculations within ninety (90) days after receipt of the annexation notice,

which shall include the addresses to be included into the Service Area in an Excel format or other mutually-agreeable format. If the annexation notice does not include the addresses, Grantee shall include the identified Subscriber addresses in the Franchise Fee calculations within ninety (90) days after it receives the annexed addresses, as set forth above. All notices due under this Section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 16 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this Section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code and Grantor's generally-applicable ordinances, rules and regulations adopted pursuant to its lawful Police Powers. In the event of conflict between the NESC and Grantor's ordinances, rules and regulations, the NESC shall prevail.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use industry-accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee may utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits or authorizations of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits and pay all reasonable permit fees, before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required. The Grantee shall adhere to all building and zoning codes or regulations currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes or regulations are of general applicability and are uniformly and consistently applied by the Grantor for substantially-similar providers using the Right of Way and operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly-accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any Right of Way by the Grantee shall be placed in such a manner as to comply with applicable law and shall not interfere with usual travel on such public way.

8.5 Restoration of Right of Ways. Grantee shall, promptly (or as soon as practicable in the event weather or other events beyond Grantee's control prevent such prompt restoration) and at its own expense, restore any damage or disturbance caused to the Right of Way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's Facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such fire or disaster was caused by gross negligence of the Grantor.

8.7 Tree Trimming. In an emergency that threatens the safety or integrity of Grantee's facilities, Grantee or its designee shall have the authority to trim trees on public property at its own expense, as may be necessary to protect its wires and facilities. In all other circumstances, Grantee shall provide Grantor with ten (10) days' written notice prior to such trimming.

8.8 Removal or Relocation for the Grantor. The Grantee shall, upon receipt of advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its general Police Power authority and at Grantee's sole cost. Grantee shall be responsible for any and all costs associated with these Section 8.8 obligations to the same extent all other cable or wireline non-public entities occupying the Right of Way are responsible for such costs related to the removal or relocation of their facilities. Should Grantee fail to remove or relocate as required by this Section, Grantor may cause such work to be done by a mutually agreeable contractor after providing thirty (30) days written notice to Grantee, and the costs thereof shall be paid by Grantee, subject to any applicable reimbursement required in Section 8.10.

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

8.10 Reimbursement of Costs. In the event that Grantor reimburses any telephone or electric utilities for undergrounding, relocation or removal of facilities required by Grantor, Grantor shall also reimburse Grantee for similar undergrounding, relocation or removal required by Grantor under this Section 8, contingent upon the following conditions: 1) such reimbursement is mandated by State or federal law; or 2) such reimbursement is not limited or prohibited by a fund, loan, or grant used to fund the reimbursement.

8.11 Emergency Use. Grantee agrees at all times to comply with federal and state EAS rules as required in 47 C.F.R. Part 11 or as amended.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall provide either a staffed office within the Service Area or shall maintain a staffed, toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are satisfied and provided that Grantee may discontinue or refuse to provide Cable Service to any person who is abusive and/or exhibits threatening behavior toward the Grantee’s employees or representatives. Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC’s Rules and Regulations, as such may be amended from time to time.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of Grantee's annual Gross Revenues. Such payment shall be in addition to taxes or fees of general applicability owed to the Grantor by the Grantee. If Cable Services and non-Cable Services are bundled together and offered to Subscribers for one price, then in accordance with GAAP, Grantee shall account for the revenue from such packages using the retail rate methodology which allocates the bundle discount by the proportion of the total retail rate each billing component represents. Grantee shall not allocate revenue between Cable Services and non-Cable Services for the purposes of evading or reducing its Franchise fee obligations.

10.2 Payment of Fee. Payment of the fee due to the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 16.8. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenue amounts and the applicable charges. In the event that a Franchise fee payment or recomputation amount is not made by Grantee to the Grantor on or before the the dates specified herein, Grantee shall pay an interest charge, computed from such due date, at the annual rate of one percent (1% over prime interest rate). The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a Franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the date on which the payment was due. In the event that a Franchise fee payment owed under this Franchise Agreement is not received by the Grantor on or before the due date, or is underpaid, the Grantee shall pay in addition to the payment or sum due, interest from the due date at an annual rate equal to the commercial prime interest rate, plus one percent, during the period such unpaid amount is owed.

10.5 Audit. Grantor may review and/or audit Grantee's records to ensure the correct calculation of Gross Revenues and payment of Franchise Fees. Grantee shall provide such records to Grantor or its designee, upon request by and at no charge to Grantor, subject to Grantor and/or designee signing Grantee's non-disclosure agreement. If there is a dispute as to whether a particular item of revenue is within the scope of the term "Gross Revenues" and Grantee withholds revenue records on the ground that the revenues are not subject to the Franchise fee, Grantee agrees that it will provide a certified statement describing the nature of the revenues contained in the records withheld. Said audit shall be conducted no more often than annually. The audit shall not last longer than six (6) months. Any undisputed additional amounts due to the Grantor as a result of the audit shall be paid within sixty (60) days following written notice to Grantee by the Grantor, which notice shall include a copy of the audit findings. Subject to applicable law, if the audit

discloses an underpayment by an amount in excess of five thousand dollars (\$5,000), Grantee will reimburse Grantor for reasonable audit costs.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer.

The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request Grantor's consent shall be deemed given.

SECTION 12 **Records, Reports and Maps**

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at a mutually-agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the Section of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in

violation of Section 631 of the Cable Act. Subject to Oregon's public records law, the Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person. Grantee agrees to pay costs incurred by Grantor due to the foregoing denial of books and records, including reasonable attorney fees, in responding to public record requests for Grantee's books and records and/or defending a denial of such public records requests.

SECTION 13

Public, Education and Government (PEG) Channel

13.1 Use of Public, Education and Government (PEG) Channel. Grantee shall provide one (1) channel on the Cable System, for the use by Grantor or its designees for locally-produced, non-commercial video programming for Public, Education and Government ("PEG") access programming. Grantee has the option to air the PEG channel in analog, digital or other format, so long as the content is accessible to all Subscribers.

13.2 Management and Control of PEG Channel. Grantor reserves the right to permit a third party to operate and manage the PEG channel on the Grantor's behalf. Subject to the foregoing, Grantor retains sole and exclusive responsibility for operating and managing the PEG channel.

13.3 Programming Requirements. The Grantor shall provide locally produced, non-commercial video programming on the PEG Channel to occupy at least sixty percent (60%) of the hours between 11:00 am to 11 p.m. for any twelve (12) consecutive week period.

13.4 Annual Report to Grantee. Upon Grantee's request and no more than once annually, Grantor agrees to provide Grantee with a written report detailing PEG Channel usage and efforts to increase the quality and quantity of programming. The annual report shall contain, at a minimum, the average percent of PEG programming on any consecutive six (6) month period consistent with the terms provided herein. Grantor shall provide upon Grantee's request, the annual capital costs directly attributable to providing the PEG channel.

13.5 Grantee's Use. In the event the PEG programming levels set forth herein are not being maintained, the Grantee reserves the right to have the underutilized channel returned to the Grantor for the Grantee's use. The Grantee may utilize the PEG Channel only after giving the Grantor sixty (60) days' written notice and Grantor fails to maintain the minimum programming levels set forth herein during those sixty (60) days. The Grantor may demand in writing the return of the PEG Channel used by the Grantee at any time, upon a showing that the Grantor's intended use for the PEG Channel will, or is reasonably likely to, meet the programming requirements set forth in this section. The Grantee shall, within ninety (90) days of the date of the written request, cease use of and return the PEG Channel to the Grantor.

SECTION 14
Free Drops and Cable Service

Grantee shall provide, without charge, one activated outlet and equipment for Basic and Expanded Cable Service where available to all elementary or secondary public school instructional buildings and one public library building within the Service Area and located within one hundred twenty-five (125) feet of Grantee's distribution plant. Additionally, Grantee shall provide, without charge, the 4 publicly-owned or publicly-operated locations currently in use; the City Office, Siuslaw Fire, Siuslaw RFPD, and Sation Sutun Fire with activated outlet and equipment for Basic Cable Service. The locations are within one hundred and twenty-five (125) feet of Grantee's feeder cable. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any inappropriate use of or loss or damage to the Grantee's Cable System.

SECTION 15
Enforcement or Revocation

15.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

15.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if by the nature of default such default, such default cannot be cured within the thirty (30) day period, request from Grantor additional time to remedy the default, initiate reasonable steps to remedy such default, and notify the Grantor of the steps being taken and the projected date that they will be completed, which in no case shall exceed a total of sixty (60) days from Grantor's notice without prior approval from Grantor.

15.3 Hearing. If Grantee contests Grantor's assertion of noncompliance, Grantee may request in writing a hearing with the City Manager. The purpose of the hearing shall be to determine whether Grantee has been or is noncompliant with the express terms of the Franchise Agreement. Notice of the hearing shall be sent in writing to Grantee. The hearing shall be held within thirty (30) days of the Grantee's written request. At the hearing, Grantee may provide testimony and other appropriate evidence. The hearing shall be recorded and recorded minutes of the hearing shall be made available to the Grantee within ten (10) business days. Grantee may request and purchase, at Grantee's sole cost, a written transcript of the meeting. Within fifteen (15) days of the hearing, the City Manager shall issue his or her findings in writing. If the City Manager determines that the Grantee has been or is non-compliant and such non-compliance remains uncured by Grantee for seven (7) days after the City Manager issues his or her finding, then Grantor may cure the violation consistent with all of the technical and related requirements of the Franchise and may charge Grantee with the reasonable costs to cure and/or may seek enforcement as provided in Sections 15.4 and 15.5. Notwithstanding the foregoing, the Grantee may appeal or petition such determination to a court of competent jurisdiction, which shall have the power to review the decision of the Grantor, applying a review standard that is consistent with federal and Oregon law.

15.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the process set forth in Section 15.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision provision which reasonably lends itself to such remedy as an alaternative to damagesof this Agreement;
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, revoke the Franchise in accordance with Section 15.5 below.

15.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of a substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, and Grantee has requested a public hearing, Grantor shall consider the revocation at a public hearing to be held within thirty (30) days of Grantee's request. The Grantee shall be given at least fifteen (15) days prior written notice of such public hearing. Such notice shall specify the time and place of such hearing and state Grantor's intent to revoke the Franchise.
- B. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter and to present testimony and other appropriate evidence, after which it may determine whether or not the Franchise shall be revoked. The public hearing shall be recorded and minutes of the hearing shall be made available to the Grantee within ten (10) business days. Grantee may request and purchase, at Grantee's sole cost, a written transcript of the meeting. The decision of the Grantor shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to a court of competent jurisdiction, which shall have the power to review the decision of the Grantor, applying a review standard that is consistent with federal and Oregon law. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, neither the Grantee nor Grantor waives any of its rights under applicable federal or state law or regulation.
- D. Upon revocation of the Franchise, Grantee, at its sole cost, may remove the Cable System from the Right of Way of the Grantor, or may abandon the Cable System in place.

SECTION 16
Miscellaneous Provisions

16.1 Force Majeure. Neither Grantor or Grantee shall be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantor or Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached if such delays were reasonably beyond the ability of the Grantor or Grantee to foresee or control, as well as unavailability of materials and/or qualified labor to perform the work necessary.

16.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures, revocation, or termination of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative material impact on the Grantor or on Subscribers within the Service Area.

16.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such Party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

16.4 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

As set forth above, notice served upon the Grantor shall be delivered or sent to:

Florence City Hall
250 Highway 101
Florence, OR 97439

And every notice served upon Grantee shall be delivered or sent to:

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

With a copy to:

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

16.5 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

16.6 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

16.7 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the express mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing signed by the Grantor and Grantee.

16.8 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. The term of this Franchise shall expire ten (10) years from the Effective Date defined herein, unless extended by the mutual agreement of the parties.

Considered and approved this ___ day of _____, 20_____.

City of Florence, Oregon

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 20____, subject to applicable federal, State and local law.

Falcon Cable Systems Company II, L.P.
By: Charter Communications VII, LLC, its General Partner
By: Charter Communications, Inc., its Manager

Print Name:
Title:



City of Florence
Statewide Planning
Goal 9 & 10 Updates
3/6/2016



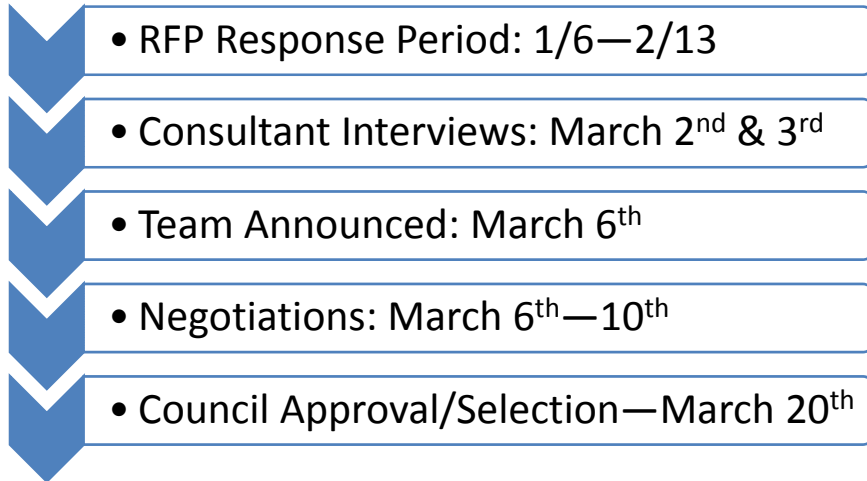
1 **City Service Delivery**
Sustain and improve the delivery of cost effective and efficient services, including public safety, to the citizens of Florence and our visitors.



2017-18 Work Plan: Goal 1, Objective 3

- Goal 9
 - Economic Opportunities Analysis
 - Employment lands inventory
- Goal 10
 - Housing Needs Analysis
 - Residential buildable lands inventory

Consultant Selection Timeline

- 
- RFP Response Period: 1/6—2/13
 - Consultant Interviews: March 2nd & 3rd
 - Team Announced: March 6th
 - Negotiations: March 6th—10th
 - Council Approval/Selection—March 20th

Goal 9: Economic Development

- Analysis of economic patterns, potentialities, strengths, & deficiencies
- Policies about economic development opportunities
- Adequate supply of sites of suitable sizes, types, locations, and service levels for a variety of industrial and commercial uses
- Limit uses to those compatible

Goal 10: Housing

- Buildable Lands Inventory
- Comparison of the existing population distribution by income with that of available housing units by cost
- Vacancy Rates: overall & varying rent ranges
- Determination of Demand: varying rent and cost ranges
- Allowance for a variety of densities and types of residences
- Rehabilitation potential

Implementation Policy Update

- Tax Incentives and disincentives
- Building and Code Revisions
- Preferential Assessments
- Capital Improvement Programming
- Land Use and Zoning Controls
- Subsidies & Loan Programs

Duplex/Halfplex



Multi-Family



Townhouses



Garden Apartments



4-Plexes



Tri-Plex

Cottage Developments



Mobile Home/RV Parks



Next Steps

- Decision Point-
 - Public Involvement Plan:
 - Formation--Citizen Advisory Committee(s)
- Consultant Research: April - June



City of Florence
A City in Motion

Questions & Discussion



ReVision Florence

Project Update

Florence City Council

March 6, 2017

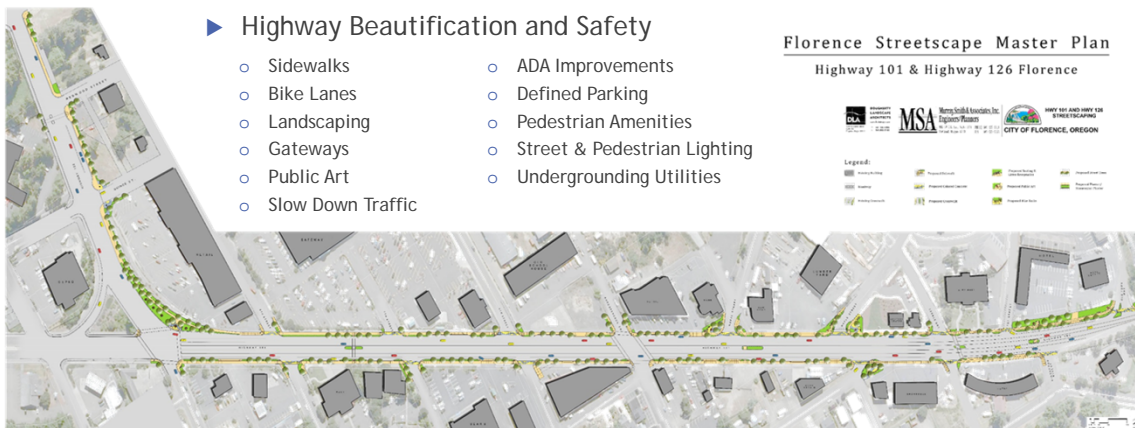
1

ReVision Florence Project Goals & Updated Master Plan

► Highway Beautification and Safety

- Sidewalks
- Bike Lanes
- Landscaping
- Gateways
- Public Art
- Slow Down Traffic
- ADA Improvements
- Defined Parking
- Pedestrian Amenities
- Street & Pedestrian Lighting
- Undergrounding Utilities

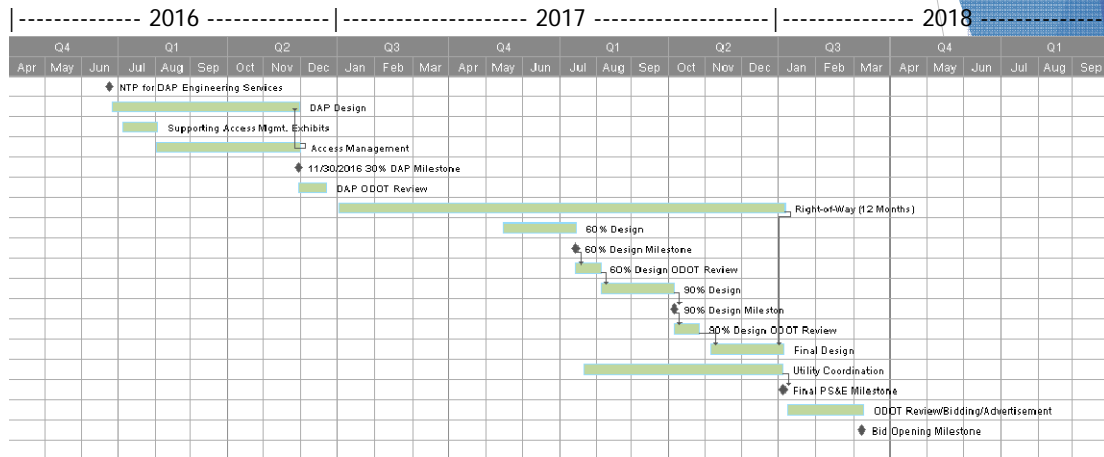
Florence Streetscape Master Plan Highway 101 & Highway 126 Florence



View online at: <http://www.ci.florence.or.us/urbanrenewal/revision-florence>

2

Timeline



ODOT is scheduled for paving late summer/early spring 2018. Their schedule requires that they are able to substantially complete paving by September 30, 2018.

3

What have we accomplished? Design Acceptance Package

- ▶ 30% Design Acceptance Package (DAP) submitted to ODOT November 30, 2016
- ▶ What was included?
 - Project Cost Estimates
 - Project Constraints
 - Public Involvement
 - Design Criteria
 - Proposed Design
 - Typical Sections
 - ADA Facilities
 - Landscape and Streetscape
 - Lighting
 - Signal Modifications
 - Traffic Control
 - Mobility
 - Drainage
 - Stormwater Management
 - Utility Undergrounding
 - Access Management
 - Design Exceptions

4

Murray, Smith & Associates Engineering & Design Service Agreement

- ▶ Scope: Engineering services for the 30% Design Acceptance Package (DAP)
- ▶ Signed: June 24, 2016
- ▶ Board authorized the City Manager to approve up to \$475,000 in negotiating the 30% DAP and related tasks.
- ▶ Negotiated Contract: \$422,047
 - Required Tasks \$ 319,854
 - Contingent Tasks \$ 102,193
- ▶ Progress: DAP submitted November 30th.
- ▶ Expenditures: \$301,343.54 as of January 31, 2017
(Subcontractors to MSA are delayed by one billing cycle.)

5

Murray, Smith & Associates Total Project Estimates

Item	Concept Estimate	Current Estimate
Construction	\$ 3,269,700	\$ 3,560,500
Construction Engineering (12%)	392,400	427,260
Utility Undergrounding	800,000	720,000
DAP Design	456,400	422,047
Final Design	399,400	503,628
Design & Construction	\$ 5,317,900	\$ 5,633,435
Contingencies	1,634,900*	1,068,150**
Design & Construction Total	\$ 6,952,800	\$ 6,701,585
Right of Way Process		493,090
Right of Way Acquisition		166,000
Project Total	\$ 6,952,800	\$ 7,360,675

*Contingencies calculated at 50%.

**Contingencies calculated at 30%.

6

What does that mean? Contingency

- ▶ Design Contingency vs. Construction Contingency
 - Design Contingency: Accounts for the unknown during design process. It is reduced and redistributed as design proceeds.
 - Construction Contingency: Built in for the unexpected during construction.
- ▶ Design Contingency during Design Phases

Design Phase	Contingency
Concept	50%
30% Design	30%
60% Design	20%
90% Design	10%
Final Design	3.5%

7

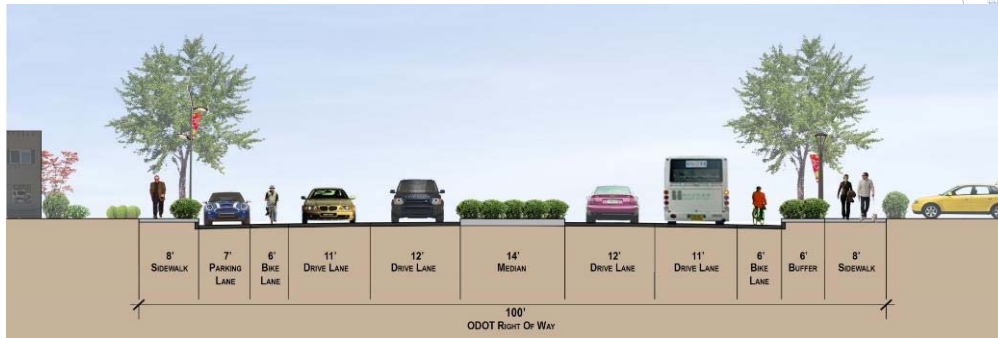
What does that mean? Right-of-Way - 36 Files

- ▶ What triggers extensive right-of-way processes?
 - Federal Highway (US 101)
 - Federal Funding (STIP and ODOT Funding)
- ▶ Temporary Construction Easements provide access to:
 - Form and pour sidewalks, driveways, and ADA ramps;
 - Match existing grade behind the new sidewalks with asphalt slope paving or minor earthwork;
 - Match the existing grade behind the new driveways with asphalt paving; and
 - Potentially behind the ADA ramps to allow for pedestrian routing during construction.
- ▶ Permanent Easements
 - Hwy 101: Accommodate ADA ramps and certain driveways.
 - Hwy 126: At Quince Street and Redwood Street to accommodate landscaping, streetscaping, and gateway features.

8

Typical Cross Section Highway 101

▶ 100' Right-of-Way



9

Critical Path Engineering & Design Services Phases

- ▶ Project Phases:
 - Phase I - Design Acceptance Package (30% DAP)
 - Phase II - Preliminary Design (60% Design)
 - Phase III - Final Plans, Specifications and Estimate (PS&E)
 - Phase IV - Construction Engineering (CA/CEI)
- ▶ Right-of-Way occurs during Design Phases II and III

10

Critical Path Next Steps

- ▶ Right-of-Way Administration
 - 10 to 12 month process
 - 36 files (properties)
 - Due January 2018
- ▶ Continue Engineering and Design
 - 60% Design - July 2017
 - 90% Design - October 2017
 - Final Design - January 2018
 - ODOT Review - January to March 2018
 - Project Bidding - March 2018

11

What's Next? Financial Considerations

- ▶ ODOT Reimbursements
 - June 2016 MOU - \$629,000
 - ODOT February 2017 Estimate - \$1,050,396
 - MSA February 2017 Estimate - \$1,614,473
- ▶ Letters to Elected and Appointed Officials sent February 15, 2017
 - County, State, and Federal Officials
 - Worked with Senator Merkley's Office to submit appropriations requests.
- ▶ Continued discussion with Lane County
- ▶ Review scoping of design elements

12

FURA Board Considerations March 8th Right-of-Way & 60% Design

- ▶ FURA Board reviewing a Supplemental Budget to reallocate expenditures identified for FY 2018 to the current FY 2017 for continuing design services.
- ▶ Design Services through 60%
 - Fee: \$288,184
 - Due: July 6, 2017
- ▶ Right-of-Way Administration
 - Fee: \$493,090
 - Due: January 2018
 - Includes: Contingency for condemnations, relocations of signs, and assumptions of negotiations.
- ▶ Total Fee Proposal: \$781,274

13

Scoping Considerations

- ▶ ODOT Performing Right-of-Way - They don't have capacity based on timeline.
- ▶ Gateway Arch at Maple Street
 - No Gateway Treatment - Savings of \$250,000
 - Reduced Gateway Treatment - Savings of \$150,000
- ▶ Highway 126
 - Elimination - Savings of \$300,000
 - Design Now and Bid as Alternate - Decision for construction based on bids.
- ▶ Utility Undergrounding
 - Underground utilities along Hwy 101 and keep the 3 existing aerial crossings
 - Savings of \$160,000
- ▶ Other Items
 - There may be some smaller items that we could explore further during design (stormwater planters, tree light receptacles).

14

ReVision Florence Cost Allocations \$1,614,473 Reimbursement from ODOT

Item	City	ODOT			Full Project Designed As Is	Lessor Gateway & Undergrounding
					Funding Package	Funding Package
MSA 30% Design	422,047		TOTAL FY17		750,000	750,000
MSA 60% Design Amend 2	288,184		1,203,321		1,200,000	1,200,000
MSA ROW process Amend 1	373,090	120,000			750,000	750,000
Streetscape Construction	4,281,437		Total FY18		50,000	50,000
ADA/Sidewalks ODOT		1,494,473	6,067,354		2,750,000	2,750,000
ROW purchases	76,000	90,000				
MSA ROW process Amend 3 (after June)						
MSA Final Design Amend 2	215,444	-				
Totals	5,656,202	1,704,473			5,656,202	5,346,202
Total Project City + ODOT		7,360,675				
					2,906,202	2,596,202
					71,000	71,000
					206,340	184,330

17

FURA Budget Review Overall Budget & Capital Project Detail

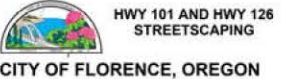
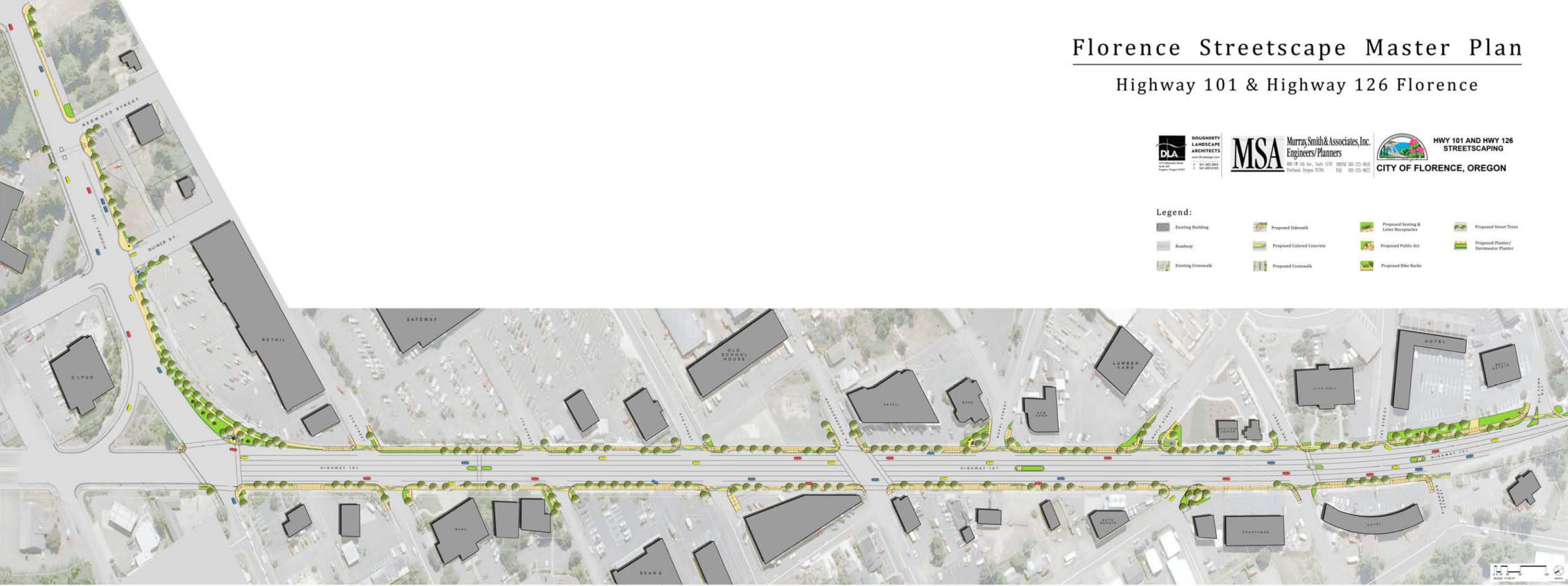
FURA General Fund		Description	Proposed FY 2016-17	Forecast FY 2017-18	Forecast FY 2018-19	3-Year Total
Materials & Services	\$ 249,300	Capital Outlay				
Capital Outlay	1,300,000	Public Art	\$ 125,000	\$ 115,000	\$ -	\$ 240,000
Contingency	352,170	ReVision Florence	600,000	5,250,000	-	5,850,000
Total	\$1,901,470	Development Projects	500,000	-	-	500,000
		Estuary Trail	-	175,000	-	175,000
FURA Debt Service Fund		2 nd Street Sidewalks	75,000	-	-	75,000
Debt Service	\$ 127,800	Total	\$ 1,300,000	\$ 5,540,000	\$ -	\$ 6,840,000
Contingency	272,149					
Total	\$ 399,949					

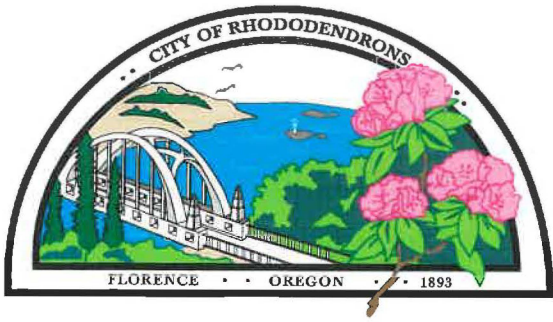
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Distributed at
3.6.17 City Council
Meeting - Agenda
Item #8

Florence Streetscape Master Plan

Highway 101 & Highway 126 Florence





City of Florence

250 Hwy 101, Florence, OR 97439

www.ci.florence.or.us

February 15, 2017

Commissioner Jay Bozievich
Lane County
125 E. 8th Avenue
Eugene, OR 97401

Dear Commissioner Bozievich,

As you are aware, transportation funding is an important topic for Oregon's communities, both large and small, due to the lack of general fund dollars to contribute towards streets. We have competing needs for the limited general fund resources at all levels of government, and funding of transportation with those scarce resources often falls below items such as public safety at the local level. On July 11th, the Florence City Council discussed legislative priorities for the upcoming session and ranked transportation funding as their number one priority.

Florence sits in a peninsula with bridges to the north, south, and east, with the ocean to the west. We are reliant on our State and Federal highways, bridges, tunnels, and other transportation infrastructure to stay connected the rest of the state. They are our lifelines. Improving these infrastructure systems is important for our community to continue to prosper, both for residents and visitors.

Our community has been successful in leveraging local, state, and federal dollars to achieve some of our transportation goals in Florence over the past few years. We are grateful for these partnerships. These projects are of regional significance for our area, as they will enhance the quality of life for our residents, the viability of our businesses, and the experiences of our visitors.

The Florence Urban Renewal Agency and the City of Florence are currently working in partnership with the Oregon Department of Transportation on a project we are calling ReVision Florence. The goal of ReVision Florence is to improve the streetscape along the Highway 101 and Highway 126 corridors through the center of our community, while improving multi-modal transportation opportunities and safety for all users. This project is a once in a generation project that will help to establish the foundation for what we hope to be as a community in the future. The desire of the Urban Renewal Agency and the City is to build upon what is great about Florence and to put our best foot forward for our citizens and visitors as they travel through our beautiful community.

As we continue to design and plan for ReVision Florence, we are still looking for funding opportunities to complete this project. Preservation funds through ODOT will allow the roadway to be improved, but the additional enhancements to the corridor are vital in making the project impactful for years to come. The many competing needs of this highway corridor include freight mobility, local traffic, tourism, safety, bicycle and pedestrian, and the business community. These competing needs add complexity to any project and addressing them comes at additional costs. The regional significance of ReVision Florence necessitates investment in this corridor from our City, County, State, and Federal partners.

Public Works
989 Spruce St.
(541) 997-4106

**City Manager/
City Recorder**
(541) 997-3437

**Community Development:
Planning & Building**
(541) 997-8237

**Finance/
Utility Billing**
(541) 997-3436

Justice Center
900 Greenwood St.
(541) 997-3515

Florence Events Center
715 Quince St.
(541) 997-1994



Highway 101 is a Federal Highway, Special Transportation Corridor, and Freight Mobility Route that runs through the center of our community. The priorities of this corridor have long been those of freight mobility, with little consideration for how it portrays our community. With ReVision Florence, we hope to transform this corridor to be more reflective of what makes our community great and to have a say in how our highways demonstrate that. Improving our highways and the aesthetics of our community are vital in our economic development efforts.

The vitality of this corridor to our City, our community, Lane County, the State of Oregon, and our visitors from all over the world is key in creating the community we envision. We know that Florence is the gateway to the Pacific Ocean to those visiting Eugene and the Central Oregon Coast. This will become extremely evident as the 2021 World Track and Field Championships come to Eugene. ReVision Florence is a key component in our economic development program as it will show the world the pride we have in our community.

As we look to other communities that have completed similar projects, it has reinforced our belief that this project will bring businesses back into our main street corridor to revitalize the area. We have also done significant work in understanding the housing needs of our community and the potential areas for development. This corridor offers redevelopment opportunities for multi-family housing at identified catalyst sites and improving the infrastructure is a key public investment project that will promote the area for these types of developments.

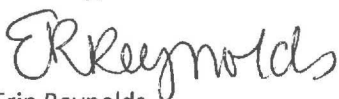
When ODOT alerted the City that they would be repaving Highway 101 and updating some of the sidewalks, the City and Urban Renewal could not let this opportunity pass us by. Over the past year and a half, we have been working with our community, local business owners, and ODOT to develop ReVision Florence in a way that will make the areas safer for pedestrians, more attractive for visitors, provide visual cues to drivers to slow down, and to promote economic development for current and future businesses in our community. We have the rare opportunity with this collaborative project to impact our community for years to come. This vision for beautification along Highways 101 and 126 in Florence has been around for many years. The opportunity to put that vision in motion is now and ReVision Florence will shape our community moving forward.

The City is excited to be working with ODOT on this project. We have learned a lot through the process so far and will continue to learn as we move to the next phases. We hope ReVision Florence can become an example of how a local community and a state agency can work together on a shared vision and bring new life to an area. Through our partnership, we have been able to create a concept that incorporates the needs of ODOT to update the corridor, while taking into account the desires of our community.

ODOT has been a great partner and has committed funding through a Memorandum of Understanding to the project in exchange for the City taking on some of the work they had planned to do as a requirement of their original project scope. We will be revisiting this MOU as we progress further into the design. We have also been working through our local Lane ACT and now the Super ACT on a STIP application to help fund a portion of ReVision Florence. Continuing funding opportunities like this are essential for communities like ours to be able to fund these larger projects.

As mentioned previously, identifying additional funding opportunities and finalizing the financial package for ReVision Florence is a top priority moving forward. Partnering on funding for ReVision Florence will ensure that we meet the various needs of the Federal, State, County and local stakeholders of this corridor during this multifaceted project. We look forward to further discussing ReVision Florence's importance and funding opportunities.

Sincerely,



Erin Reynolds
Florence City Manager