



# COUNCIL REGULAR SESSION

Wednesday, December 02, 2020 at 7:00 PM

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## COUNCIL MEMBERS:

Mayor Rick Scholl  
Council President Doug Morten  
Councilor Keith Locke  
Councilor Ginny Carlson  
Councilor Stephen R. Topaz

<https://zoom.us/j/98538163630?pwd=Ty8zTGdmTWgzS1BjLytjRkt5d2xXQT09>

## LOCATION & CONTACT:

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Phone | 503-397-6272

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

### VISITOR COMMENTS – *Limited to five (5) minutes per speaker*

### PROCLAMATION

- 1. PROCLAMATION** – City Council Election Results from November 3, 2020

### ORDINANCES - First Reading

- 2. Ordinance No. 3259:** An Ordinance Granting Comcast of Delaware, II, Inc. a Non-Exclusive Franchise and Right to Operate, Construct, and Maintain a Cable System in the City of St. Helens, Oregon

### RESOLUTIONS

- 3. Resolution No. 1903:** A Resolution Adopting a Universal Fee Schedule, and Superseding Resolution No. 1874
- 4. Resolution No. 1904:** A Resolution to Set 2021 City Public Meetings and Holiday Closures Schedule for City of St. Helens Council, Boards and Commissions
- 5. Resolution No. 1905:** A Resolution to Adopt a COVID-19 Infection Notification Process
- 6. Resolution No. 1906:** A Resolution of the City Council of the City of St. Helens, Oregon, Authorizing Extended Enterprise Zone Benefits for a Fourth and Fifth Year to Cascades Tissue Group-Oregon Converting, a Division of Cascades Holding U.S. Inc. (Cascades), Located in the South Columbia County Enterprise Zone

### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 7.** Exclusive Towing Contract with Drake's Towing & Recovery
- 8.** Letter of Support for Port Westward Re-Zone Application

### APPOINTMENTS TO CITY BOARDS & COMMISSIONS

- 9.** Appointments to City Boards & Commissions

### CONSENT AGENDA FOR ACCEPTANCE

[10.](#) Library Board Minutes dated October 12, 2020

[11.](#) Planning Commission Minutes dated October 13, 2020

**CONSENT AGENDA FOR APPROVAL**

[12.](#) Council Work Session, Executive Session, and Regular Session Minutes dated November 18, 2020

[13.](#) Accounts Payable Bill Lists

**WORK SESSION ACTION ITEMS**

**MAYOR SCHOLL REPORTS**

**COUNCIL MEMBER REPORTS**

**OTHER BUSINESS**

**ADJOURN**

**VIRTUAL MEETING DETAILS**

Join Zoom Meeting: <https://zoom.us/j/98538163630?pwd=Ty8zTGdmTWgzS1BjLytjRkt5d2xXQT09>

Meeting ID: 985 3816 3630

Passcode: 388789

Dial by your location: 1 669 900 6833

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The St. Helens City Council Chambers are handicapped accessible. If you wish to participate or attend the meeting and need special accommodation, please contact City Hall at 503-397-6272 in advance of the meeting.

Be a part of the vision...Get involved with your City...Volunteer for a City of St. Helens Board or Commission!

For more information or for an application, stop by City Hall or call 503-366-8217.

## City of St. Helens, Oregon

## Proclamation

**WHEREAS**, at a General Election held in the State of Oregon on November 3, 2020 in the City of St. Helens, Oregon, the candidates for office of City Mayor and Council Position Nos. 2 and 4 were submitted to the voters, and

**WHEREAS**, the City Council of the City of St. Helens has received the results of said elections and has found as follows:

**MAYOR****TOTAL VOTES CAST**

Rick Scholl (incumbent)	5,466
Miscellaneous Write-Ins	355

**COUNCIL POSITION NO. 2****TOTAL VOTES CAST**

Patrick Birkle	3,230
Mark Gundersen	2,829
Miscellaneous Write-Ins	87

**COUNCIL POSITION NO. 4****TOTAL VOTES CAST**

Ginny Carlson (incumbent)	2,871
Jessica Chilton	3,215
Miscellaneous Write-Ins	70

**NOW, THEREFORE**, I, Rick Scholl, Mayor of the City of St. Helens, do hereby proclaim at the General Election held November 3, 2020, the following:

1. Rick Scholl was re-elected to the position of Mayor.
2. Patrick Birkle was elected to the position of Council Position No. 2.
3. Jessica Chilton was elected to the position of Council Position No. 4.

**SIGNED AND DATED** this 2<sup>nd</sup> day of December 2020.

\_\_\_\_\_  
Rick Scholl, Mayor

Attest: \_\_\_\_\_  
Kathy Payne, City Recorder

City of St. Helens, Council Member, Position 2							
VOTE FOR 1							
	Patrick Birkle	Mark R Gundersen	Write-in Totals	Total Votes Cast	Overvotes	Undervotes	Contest Total
21 City St Helens One	1,057	913	30	2,000	0	505	2,505
24 City St Helens Four	1,009	926	30	1,965	1	487	2,453
26 City St Helens Six	1,164	990	27	2,181	0	482	2,663
Totals	3,230	2,829	87	6,146	1	1,474	7,621

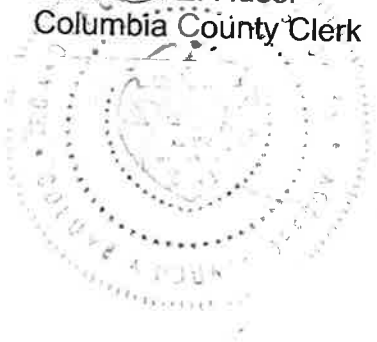
City of St. Helens, Council Member, Position 4							
VOTE FOR 1							
	Ginny Carlson	Jessica Chilton	Write-in Totals	Total Votes Cast	Overvotes	Undervotes	Contest Total
21 City St Helens One	943	1,042	18	2,003	0	502	2,505
24 City St Helens Four	891	1,065	23	1,979	1	473	2,453
26 City St Helens Six	1,037	1,108	29	2,174	0	489	2,663
Totals	2,871	3,215	70	6,156	1	1,464	7,621

City of St. Helens, Mayor						
VOTE FOR 1						
	Rick Scholl	Write-in Totals	Total Votes Cast	Overvotes	Undervotes	Contest Total
21 City St Helens One	1,814	119	1,933	0	572	2,505
24 City St Helens Four	1,785	113	1,898	1	554	2,453
26 City St Helens Six	1,867	123	1,990	0	673	2,663
Totals	5,466	355	5,821	1	1,799	7,621

I hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the November 3, 2020 General Election.

Dated this 20th day of November 2020.

  
Elizabeth E. Huser  
Columbia County Clerk



City of St. Helens  
**ORDINANCE NO. 3259**

AN ORDINANCE GRANTING COMCAST OF DELAWARE, II, INC. A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONTINUE TO OPERATE, CONSTRUCT, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF ST. HELENS, OREGON

**THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:**

**Section 1.** Comcast of Delaware II, Inc., formerly known as Comcast of Oregon II, Inc. has operated a cable television franchise in the City of St. Helens under Resolution No. 1460, approved on November 21, 2007.

**Section 2.** The original term of the existing franchise agreement was from 2007 through 2017 with the term extended by mutual agreement of the City and Comcast as it negotiated an updated franchise agreement.

**Section 3.** The City and Comcast have engaged in negotiations since 2017 to modernize the franchise agreement to comply with changes in federal law as well as technological improvements and expectations.

**Section 4.** The proposed franchise agreement provides for protection and maintenance of the public health, peace, safety, and welfare of the residents of the City through the continuation of cable service under the grant of a non-exclusive franchise to Comcast of Delaware, II, Inc.

**Section 5.** The final version of the Cable television Franchise Agreement is attached hereto and made a part hereof by this reference.

Read the first time:	December 2, 2020
Read the second time:	December 16, 2020

**APPROVED AND ADOPTED** this 16th day of December 2020, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

**CABLE TELEVISION  
FRANCHISE AGREEMENT**

**Between the  
CITY OF ST. HELENS, OREGON**

**AND  
COMCAST OF DELAWARE II, INC.**

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ATTACHMENT A – CUSTOMER SERVICE

## SECTION 1. PURPOSE AND INTENT

The City of St. Helens Oregon is authorized to enter into this Franchise Agreement ("Agreement") and does grant to Comcast of Delaware II, Inc. a non-exclusive ten (10) year franchise, revocable as provided herein, to construct, operate and maintain a Cable System in the City.

## SECTION 2. DEFINITIONS

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

- 2.1 Access** means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video and Signals as permitted under applicable law, including, but not limited to:
- (A) **Public Access** means Access where organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary Programmers or users having editorial control over the content;
  - (B) **Educational Access** means Access where Schools and educational institutions are the primary Programmers or users having editorial control over the content;
  - (C) **Governmental Access** means Access where governmental institutions are the primary Programmers or users having editorial control over the content; and
  - (D) **PEG Access** means Public Access, Educational Access, and Governmental Access, collectively.
- 2.2 Access Center** means a facility or facilities where Public, Education, or Governmental use signals are managed and delivered Upstream to the Grantee for Downstream transmission to Subscribers or to other Access Centers via a dedicated connection.
- 2.3 Access Channel** means any Channel, or portion thereof, designated for non-commercial Access purposes or otherwise made available to facilitate or transmit Access programming or service.
- 2.4 Affiliate** when used in connection with Grantee means any corporation, Person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.
- 2.5 Basic Service** means any service tier which includes the retransmission of local television broadcast Signals, or as such service tier may be further defined by federal law.



- 2.6** **Cable Act** means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992 and any amendments thereto, including those contained in the Telecommunications Act of 1996, as amended.
- 2.7** **Cable Operator** means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly owns a significant interest in such Cable System, or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.
- 2.8** **Cable Service** means the one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 2.9** **Cable System** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right of Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand service; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric utility used solely for operating its electric utility systems.
- 2.10** **Capacity** means the maximum ability to carry Signals or other information **within** a specified format.
- 2.11** **Capital or Capital Cost** means the expenditure of funds for physical resources whose useful life can be expected to exceed a period of one (1) year or longer as consistent with Generally Accepted Accounting Principles ("GAAP").
- 2.12** **Channel** means a time or frequency slot or technical equivalent on the Cable System in a specified format, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.
- 2.13** **City or Grantor** is the City of St. Helens, Columbia County, Oregon, a municipal corporation of the State of Oregon, and all territory in its boundaries as such may change from time to time.
- 2.14** **City Council** shall mean the governing body of the City.
- 2.15** **Demarcation** means up to and including the device (as of the Effective Date known as the "modulator") where the DAP Signal is converted into a format to be transmitted over a fiber connection to Grantee.

- 2.16 Designated Access Provider (“DAP”)** means the entity or entities designated by the Grantor to manage or co-manage PEG Access Channels and Access Centers. The Grantor may be a Designated Access Provider; however, any entity designated by the Grantor shall not be a third party beneficiary under this Agreement.
- 2.17 Downstream** means the transport of Signals from the Headend to Subscribers or to Interconnection points served by the Cable System.
- 2.18 Effective Date** means the date defined in Section 3.4 herein.
- 2.19 FCC** means the Federal Communications Commission.
- 2.20 Fiber** means a transmission medium of optical strands of cable capable of carrying Signals by means of lightwave impulses.
- 2.21 Franchise** means the non-exclusive and revocable authorization or renewal thereof for the construction or operation of a Cable System such as is granted by this Agreement, whether such authorization is designated as a Franchise, license, resolution, contract, certificate, agreement or otherwise.
- 2.22 Franchise Area** means the area within the legal jurisdictional boundaries of the City during the term of this Agreement, as defined in Section 2.13.
- 2.23 Grantee** means Comcast of Delaware, II, Inc. or its permitted successors, transferees or assignees.
- 2.24 Gross Revenue** means, and shall be construed broadly to include, all amounts in whatever form and from all sources derived directly or indirectly by Grantee and/or an Affiliate from the operation of Grantee’s Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:
- Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);
  - Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with providing Cable Service to Subscriber;
  - Fees paid to Grantee for Channels designated for commercial/leased access use; which shall be allocated on a *pro rata* basis using total Cable Service Subscribers within the Franchise Area;
  - Converter, remote control, and other Cable Service equipment rentals, leases, or sales;
  - Payments for pre-paid Cable Services and/or equipment;

- Advertising Revenues as defined herein;
  - Fees including, but not limited to: (1) late fees, convenience fees and administrative fees which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area; (2) Franchise fees; (3) the FCC user fee and (4) PEG fees if included on Subscriber billing statements;
  - Revenues from program guides; and
  - Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a *pro rata* basis using total Cable Service Subscribers within the Franchise Area.
  - “Gross Revenues” shall not be net of: (1) any operating expense; (2) any accrual, including without limitation, any accrual for commissions to Affiliates; or (3) any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. “Gross Revenues”, however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee’s revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Franchise. “Gross Revenues” shall include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee’s Cable System to provide Cable Services and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates. “Gross Revenues” shall not include sales taxes imposed by law on Subscribers that the Grantee is obligated to collect. With the exception of recovered bad debt, “Gross Revenues” shall not include bad debt.
- (A) “Advertising Revenues” shall mean amounts derived from sales of advertising that are made available to Grantee’s Cable System Subscribers within the Franchise Area and shall be allocated on a *pro rata* basis using total Cable Service Subscribers reached by the advertising. Whenever Grantee acts as the principal in advertising arrangements involving representation firms and/or advertising interconnects and/or other multichannel video providers, Advertising Revenues subject to Franchise fees shall include the total amount from advertising that is sold, and not be reduced by any operating expenses (e.g., “revenue offsets” and “contra expenses” and “administrative expenses” or similar expenses), or by fees, commissions, or other amounts paid to or retained by National Cable Communications or Comcast Effectv or similarly affiliated advertising representations firms to Grantee or their successors involved with sales of advertising on the Cable System within the Franchise Area.

(B) “Gross Revenues” shall **not** include:

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

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

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

(D) Grantee reserves the right to change the allocation methodologies set forth in paragraph (C) above to meet standards mandated by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange City (“SEC”). Grantor acknowledges and agrees that Grantee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the Grantor reserves its right to challenge Grantee’s calculation of Gross Revenues, including Grantee’s interpretation of GAAP and Grantee’s interpretation of FASB, EITF and SEC directives. Grantee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchise-required document at the time of submittal, identifying each revised Section or line item.

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

- 2.25 Headend** means Grantee's facility for Signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors, equipment for the Interconnection of the Cable System with adjacent Cable Systems or other separate communications network, and all other related equipment and facilities.
- 2.26 Parent Corporation** means Comcast Communications, Inc. or successors and assigns and includes any other existing or future corporations with greater than fifty percent (50%) ownership or control over Grantee.
- 2.27 Person** means any individual, sole proprietorship, partnership, association, corporation, or any other form of organization authorized to do business in the State of Oregon, and includes any natural person.
- 2.28 Programmer** means any Person responsible for PEG Access Programming on the Cable System, including, without limitation, any Person who produces or otherwise provides PEG Access Programming for transmission on the Cable System.
- 2.29 Programming** means television programs, audio, video or other patterns of Signals to be transmitted on the Cable System, and includes all programs or patterns of Signals transmitted, or capable of being transmitted, on the Cable System.
- 2.30 Streets and Public Rights of Way** means the surface of and the space above and below any public street, road, sidewalk, alley or other public way of any type whatsoever, now or hereafter existing as such within the Franchise Area, and any easements, rights of way or other similar means of access to the extent Grantor has the right to allow Grantee to use them, and except the airwaves above a right of way with regard to cellular or other non-wire communications or broadcast services. Nothing in this Agreement shall preclude Grantee's use of private easements as set forth in 47 U.S.C. §541(a)(2).
- 2.31 Record** means written or graphic materials, however produced or reproduced, or any other tangible permanent record, to the extent related to the enforcement or administration of this Agreement.
- 2.32 Quarterly or Quarter** means the standard calendar periods of January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31, unless otherwise specified in this Agreement.
- 2.33 School** means any accredited educational institution, public or private, including, but not limited to, primary and secondary Schools.
- 2.34 Section** means a provision of this Agreement, unless specified as part of another document.
- 2.35 Signal** means any electrical or light impulses carried on the Cable System, whether one-way or bi-directional.
- 2.36 Subscriber** means any Person who is lawfully receiving, for any purpose or reason, any Cable Service provided by Grantee by means of, or in connection with, the Cable System.

**2.37** **Upstream** means the transport of Signals to the Headend from remote points on the Cable System.

### **SECTION 3. GRANT OF FRANCHISE**

#### **3.1** **Grant.**

- (A) Grantor hereby grants to Grantee in the public interest a nonexclusive and revocable authorization to make lawful use of the Public Rights of Way within the Franchise Area to construct, operate, maintain, reconstruct, and repair a Cable System for the purpose of providing Cable Services for voice, video, and data, subject to the terms and conditions set forth in this Agreement.
- (B) This Franchise is subject to the laws of the United States and the State of Oregon, and to the general codes of the City enacted pursuant thereto affecting matters of general City concern and not merely existing contractual rights of Grantee, whether now existing or hereinafter enacted. The Grantor shall make a good faith effort to notify the Grantee of any City proceedings which would substantially affect the Grantee's operations, and shall upon request supply the Grantee with copies of any City laws or regulations affecting Grantee's operations.
- (C) This Agreement is intended to convey limited rights and interests only as to those Public Rights of Way, in which the Grantor has an actual interest. It is not a warranty of title or interest in any Public Rights of Way, it does not provide the Grantee any interest in any particular location within the Public Rights of Way, and it does not confer rights other than as expressly provided in the grant hereof. This Agreement does not deprive the Grantor of any powers, rights, or privileges it now has, or may acquire in the future, to use, perform work on, or regulate the use and control of the Grantor's Public Rights of Way covered by this Agreement, including without limitation, the right to perform work on its Streets, or appurtenant public works facilities, including constructing, altering, paving, widening, grading, or excavating thereof.
- (D) This Agreement authorizes Grantee to engage in providing Cable Service, as that term is defined in 47 U.S.C. Sec. 522(6) as amended. This Agreement is not a bar to the provision of non-Cable Service; however, this Agreement shall not be interpreted to prevent the Grantor from imposing lawful additional conditions including additional compensation conditions for use of the Public Rights of Way should Grantee provide service other than Cable Service. Nothing herein shall be interpreted to prevent Grantee from challenging the lawfulness or enforceability of any provisions of applicable law.
- (E) Grantee promises and guarantees as a condition of exercising the privileges granted by this Agreement, that any agent, Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.

**3.2** **Use of Public Rights of Way.** Subject to Grantor's supervision and control and the terms of this Agreement, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Rights of

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

- 3.3 Duration.** The term of this Agreement and all rights, privileges, obligations, and restrictions pertaining thereto shall be from the Effective Date of this Agreement through \_\_\_\_\_, 2030, unless extended or terminated sooner as hereinafter provided.
- 3.4 Effective Date.** The Effective Date of this Agreement shall be \_\_\_\_\_, 2020 unless Grantee fails to file an unconditional written acceptance of this Agreement and post the security required hereunder by Section 6.4. Grantee shall accept this Agreement within forty-five (45) days of the Effective Date, unless the time for acceptance is extended by Grantor. In the event acceptance does not take place, this Agreement shall be voidable at the reasonable discretion of Grantor, and any and all rights of Grantee to own or operate a Cable System within the Franchise Area under the express terms of this Agreement shall be of no force or effect.
- 3.5 Franchise Nonexclusive.** This Agreement shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any Street, Public Rights of Way, easements not otherwise restricted, or property for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may, at any time, grant authorization to use the Public Rights of Way for any purpose not incompatible with Grantee's authority under this Agreement and for such additional Franchises for Cable Systems as Grantor deems appropriate subject to Section 3.6 below.
- 3.6 Grant of Other Franchises.** 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 Cable Service within the Franchise Area. If any additional competitive franchise is granted by the Grantor to provide Cable Service in the Grantee's Franchise Area pursuant to the Cable Act, which franchise contains material terms and conditions that are more favorable or less burdensome terms or conditions than this Franchise Agreement, then, except to the extent that state or federal laws or regulations permit or require more favorable or less burdensome terms or conditions, the Grantor agrees that it shall amend this Franchise to ensure that, considering all the circumstances including any limitations on its regulatory authority, the material provisions of such other franchises and this Franchise are, taken together, materially equivalent to the extent required by law. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; Public, Educational and Government Access Channels and support; customer service

standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity. The parties agree that, notwithstanding any provision of this subsection 3.6, the Grantor shall not be obligated to comply with the provisions of this subsection to the extent doing so would cause the Grantor to violate applicable laws or FCC rules or if Grantee fails to make a written request to the Grantor for an amendment of the Franchise within one (1) Year of the adoption of the additional cable franchise as described in this Section. Video programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

In the event Grantor does not amend the Franchise as provided above, Grantee may elect, prior to the commencement of the Grantee's thirty-six (36) month renewal window provided by 47 USC §546, to file a written notice indicating an election to shorten the term of this Franchise, and thereafter the term of Grantee's Franchise shall, ninety (90) days from the Grantee's written notice, be shortened so that the Franchise shall be deemed to expire on the date thirty-six (36) months from the first day of the month following Grantee's ninety (90) day notice period. Grantee shall immediately thereafter secure franchise renewal rights pursuant to Section 626 of the Cable Act with no further notice to the Grantor required. The Grantor and Grantee shall then enter into proceedings consistent with Section 626 for renewal of this Franchise. The Grantor and Grantee shall have all rights and obligations provided under said Section 626.

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

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

**3.9 Effect of Acceptance.** By accepting the Franchise the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Agreement; (2) agrees that it will not oppose the Grantor's intervening or other participation in any proceeding



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

## **SECTION 4. FRANCHISE FEE AND FINANCIAL CONTROLS**

### **4.1 Franchise Fees.**

- (A) As compensation for the benefits and privileges granted under this Agreement, and in consideration of permission to use Public Rights of Way, Grantee shall pay as a Franchise fee to Grantor, throughout the duration of this Agreement, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise fees shall commence as of the Effective Date of this Agreement. The Franchise fees are in addition to all other fees, assessments, taxes, or payments of general applicability that the Grantee may be required to pay under any federal, state, or local law to the extent not inconsistent with applicable law. This Agreement and the Franchise fees paid hereunder are not in lieu of any other generally applicable required permit, authorization, fee, charge, or tax.
- (B) In the event any law or valid rule or regulation applicable to this Franchise limits Franchise fees below the five percent (5%) of Gross Revenues required herein, the Grantee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then the Grantee shall pay the higher amount up to the maximum allowable by law, not to exceed five percent (5%) during all affected time periods.

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

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

**4.4 Quarterly Franchise Fee Reports.** Each payment shall be accompanied by a written report to Grantor, verified by an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount.

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

**4.6 Audit/Reviews.** No more frequently than every twenty-four (24) months, upon thirty (30) days prior written notice, Grantor shall have the right to conduct an independent

audit or review of Grantee's Records reasonably related to the administration or enforcement of this Agreement. The Grantor may hire an independent third party to audit or review the Grantee's financial Records, in which case the Grantee shall provide all necessary Records to the third party. All such Records shall be made available in the local offices of the Grantee, or provided in electronic format fully compatible with Grantor's software. If the audit or review shows that Franchise fees have been underpaid by four percent (4%) or more, Grantee shall reimburse Grantor the reasonable cost of the audit or review up to fifteen thousand dollars (\$15,000) within thirty (30) days of the Grantor's written demand for same. Records for audit/review purposes shall include without limitation:

- (A) Source documents, which demonstrate the original or beginning amount, and the final amount shown on any report related to and/or included in the determination of Franchise fees, revenues or expenses related thereto.
- (B) Source documents that completely explain any and all calculations related to any allocation of any amounts involving Franchise fees, revenues, or expenses related thereto.
- (C) Any and all accounting schedules, statements, and any other form of representation, which relate to, account for, and/or support and/or correlate to any accounts involving Franchise fees, revenues or expenses related thereto.

- 4.7 Interest on Late Payments.** Payments not received within forty-five (45) days from the Quarter ending date or are underpaid shall be assessed interest from the due date at a rate equal to the legal interest rate on judgments in the State of Oregon.
- 4.8 Additional Commitments Not Franchise Fees.** No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees related to Cable Services to Grantor in accordance with applicable law. Although the total sum of Franchise fee payments and additional commitments set forth elsewhere in this Agreement may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the additional commitments herein are not Franchise fees as defined under federal law, to the extent not inconsistent with applicable federal law, nor are they to be offset or credited against any Franchise fee payments due to Grantor.
- 4.9 Costs of Publication.** Grantee shall pay the reasonable cost of newspaper notices and publication pertaining to this Agreement, and any amendments thereto, including changes in control or transfers of ownership, as such notice or publication is reasonably required by Grantor or applicable law.
- 4.10 Tax Liability.** Payment of the Franchise fees under this Agreement shall not exempt Grantee from the payment of any generally applicable license, permit fee or other generally applicable fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor.
- 4.11 Payment on Termination.** If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year.

The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in a performance bond or other security provided by the Grantee.

## SECTION 5. ADMINISTRATION AND REGULATION

- 5.1 Rate Discrimination.** All of Grantee's rates and charges shall be published (in the form of a publicly available rate card). Grantee shall apply its rates in accordance with governing law, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military status, or physical or mental disability, or geographic location in the Franchise Area to the extent required by applicable law.
- 5.2 Filing of Rates and Charges.** Throughout the term of this Agreement, Grantee shall maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Service provided under this Agreement.
- 5.3 Time Limits Strictly Construed.** Whenever this Agreement sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material violation of this Agreement and sufficient grounds for Grantor to invoke any relevant provision of this Agreement. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason of a force majeure occurrence, as defined in Section 5.4, Grantee's performance shall be excused during the force majeure occurrence and Grantee thereafter shall, under the circumstances, promptly perform the affected obligations under this Agreement or procure a substitute for performance which is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers, employees, or duly authorized agents.
- 5.4 Force Majeure.** For the purposes of interpreting the requirements in this Agreement, Force Majeure shall mean: an event or events reasonably beyond the ability of Grantee to anticipate and control. This includes, but is not limited to, severe weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, acts of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Grantee is not primarily responsible, fire, flood, or other acts of God, or documented work delays caused by waiting for utility providers to service or monitor utility poles to which Grantee's facilities are attached, and documented unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials or labor was reasonably beyond the control of Grantee to foresee or control.
- 5.5 Mid-Term Performance Evaluation Session.**
- (A) Grantor may hold a single performance evaluation session during the term of this Agreement. Grantor shall conduct such evaluation session.
  - (B) Evaluation session shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

- (C) Evaluation session shall deal with the Grantee's performance of the terms and conditions of this Agreement and compliance with state and federal laws and regulations.
- (D) As part of the performance evaluation session, Grantee shall submit to the Grantor a plant survey, report, or map, in a format mutually acceptable to Grantor and Grantee, which includes a description of the portions of the Franchise Area that are cabled and have all Cable Services available. Such report shall also include the number of miles and location of overhead and underground cable plant. If the Grantor has reasons to believe that a portion or all of the Cable System does not meet the applicable FCC technical standards, the Grantor, at its expense, reserves the right to appoint a qualified independent engineer to evaluate and verify the technical performance of the Cable System.
- (E) During the evaluation under this Section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable to Grantor to perform the evaluation subject to Section 8.2.

## **SECTION 6. FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements.**

- (A) General Requirement. Grantee must have adequate insurance during the entire term of this Agreement to protect against claims for injuries to Persons or damages to property which in any way relate to, arise from, or are connected with this Agreement or involve Grantee, its duly authorized agents, representatives, contractors, subcontractors and their employees.
- (B) Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth by the Grantor. The Grantee shall obtain policies for the following initial minimum insurance limits:
  - (1) Commercial General Liability: Three million dollar (\$3,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a four million dollar (\$4,000,000) aggregate limit; one million dollar (\$1,000,000) limit for broadcasters liability.
  - (2) Automobile Liability: Two million dollar (\$2,000,000) combined single limit per accident for bodily injury and property damage; and
  - (3) Employer's Liability: Two million dollar (\$2,000,000) limit.

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

- (A) Endorsements.
  - (1) All policies shall contain, or shall be endorsed so that:

- (a) The Grantor, its officers, officials, employees, and duly authorized agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Agreement or applicable law, or in the construction, operation or repair, or ownership of its Cable System;
  - (b) The Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, employees, and duly authorized agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, employees, and duly authorized agents shall be in excess of the Grantee's insurance and shall not contribute to it;
  - (c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability; and
  - (d) The policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not to renew be stated by the insurance company except after forty-five (45) days prior written notice, return receipt requested, has been given to the Grantor.
- (B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with an A.M. Best's rating of no less than "A-".
- (C) Verification of Coverage. Upon request, the Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and approved by the Grantor prior to the commencement of activities associated with this Agreement. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Agreement and Grantor's ordinances and laws.

### 6.3 **Indemnification.**

- (A) Scope of Indemnity. Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor and its officers, boards, duly authorized agents, and employees against any and all claims, including, but not limited to, third party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief, to the extent such liability arises out of or through the acts or omissions of the Grantee arising out of the construction, operation or repair of its Cable System regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Agreement, provided, however, the Grantee will not be obligated to indemnify Grantor should Grantor intervene in any proceeding regarding the grant of this Agreement pursuant to Section 3.9 of this Agreement; and provided further Grantee will not be obligated to indemnify Grantor for damage or injury resulting from the negligence or willful negligence of Grantor. Without limiting in any way the Grantee's obligation to

indemnify the Grantor and its officers, boards, duly authorized agents, and employees, as set forth above, this indemnity provision also includes damages and liabilities such as:

- (1) To persons or property, to the extent such liability arises out of or through the acts or omissions of the Grantee, its contractors, subcontractors, and their officers, employees, or duly authorized agents, or to which the Grantee's negligence or fault shall in any way contribute;
  - (2) Arising out of any claim for invasion of the right of privacy; for defamation of any Person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark, or patent; for a failure by the Grantee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System; or for violation of any other right of any Person, to the extent such liability arises out of or through the acts or omissions of the Grantee, provided, however, that Grantee will not be required to indemnify Grantor for any claims arising out of use of PEG Access Channels or use of PEG funds by Grantor and/or DAP;
  - (3) Arising out of Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Agreement applies, to the extent such liability arises out of or through the acts or omissions of the Grantee; and
  - (4) Arising from any third party suit, action or litigation, whether brought by a competitor to Grantee or by any other Person or entity, to the extent such liability arises out of or through the acts or omissions of the Grantee, whether such Person or entity does or does not have standing to bring such suit, action or litigation if such action (1) challenges the authority of the Grantor to issue this Agreement to Grantee; or (2) alleges that, in issuing this Agreement to Grantee, the Grantor has acted in a disparate or discriminatory manner.
- (B) **Duty to Give Notice and Tender Defense.** The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity obligation in this Section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend, settle or compromise any claims arising thereunder, and the Grantor shall cooperate fully therein. Grantee shall accept or decline the tender within thirty (30) days. Grantee shall reimburse reasonable attorney fees and costs incurred by the Grantor during the thirty (30) day period in which the Grantee accepts or declines tender. In the event that the Grantee declines defense of the claim in violation of Section 6.2, the Grantor may defend such claim and seek recovery from Grantee its expenses for reasonable attorney fees and disbursements, including expert witness fees, incurred by Grantor for defense and in seeking such recovery.

#### 6.4 **Performance Bond.**

- (A) In addition to any other generally applicable bond or security fund obligations required by local ordinance, upon the Effective Date of this Agreement, the Grantee shall furnish proof of the posting of a faithful performance bond running to the Grantor collectively with good and sufficient surety approved by the City, in the penal sum of One Hundred Thousand Dollars (\$100,000.00), conditioned that Grantee shall well and truly observe, fulfill and perform each term and condition of this Agreement. Such bond shall be issued by a bonding company licensed to do business in the State of Oregon and shall be maintained by the Grantee throughout the term of this Agreement.
- (B) The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days written notice first being given to the Grantor. The bond shall be subject to the approval of the Grantor as to its adequacy under the requirements of this Section. During the term of the bond, Grantee shall file with the Grantor a duplicate copy of the bond along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty (30) days prior written notice to the Grantor.

### SECTION 7. CUSTOMER SERVICE

- 7.1 Customer service obligations are set forth herein as Attachment A and are hereby incorporated by this reference.
- 7.2 **Emergency Broadcast.** Grantee will comply with the Emergency Alert System (EAS) as provided under applicable FCC Regulations, the Oregon State EAS Plan and the local EAS plan, if any, which applies to Grantor.
- 7.3 **ADA Accessible Equipment.** Grantee shall comply with the Americans with Disabilities Act ("ADA"), any amendments thereto and any other applicable federal, state or local laws or regulations. Grantee shall notify Subscribers of the availability of ADA equipment and services and shall provide such equipment and services in accordance with federal and state laws.
- 7.4 **Discriminatory Practices.** Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Programmers or any other Persons on the basis of race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee shall comply at all times with all other applicable federal, state or local laws, rules and regulations relating to non-discrimination.

### SECTION 8. REPORTS AND RECORDS

#### 8.1 **Open Records.**

- (A) Grantee shall manage all of its operations in accordance with a policy of keeping its documents and Records open and accessible to Grantor. Grantor shall have access to, and the right to inspect, any books and Records of Grantee, its Parent Corporations and Affiliated entities that are reasonably related and

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

- (B) Grantee shall at all times maintain and allow Grantor, with reasonable notice, access and the right to review a full and complete set of plans, Records and "as built" maps showing the approximate location of all Cable System equipment installed or in use in the Franchise Area, exclusive of electronics, Subscriber drops and equipment provided in Subscribers' homes. These maps shall be maintained in a standard format and medium consistent with Grantee's regular business practices. Grantor's review of the plans, Records, and as-built maps, provided for herein, shall occur at the Grantee's local office.
- (C) The ability for Grantor to obtain Records and information from Grantee is critical to the administration of this Agreement and the requirements herein. Therefore, Grantee's failure to comply with the requirements of this Section may result in liquidated damages as prescribed in Section 14.2.

**8.2 Confidentiality.** Subject to the limits of the Oregon Public Records Law, Grantor agrees to treat as confidential any books and Records that constitute proprietary or confidential information under federal or state law, to the extent Grantee makes Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under state or federal law. If Grantor believes it must release any such confidential books and Records in the course of enforcing this Agreement, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and Records marked confidential as set forth above to any Person.

**8.3 Copies of Federal and State Documents.** Upon thirty (30) days of a request by Grantor, Grantee shall submit to Grantor a list, or copies of actual documents, of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its Parent Corporations or Affiliates to any federal, state or local courts; regulatory agencies or other government bodies if such documents specifically relate to the operations of Grantee's Cable System within the Franchise Area. To the extent allowed by law, any such confidential material determined to be exempt from



public disclosure shall be retained in confidence by Grantor and its duly authorized agents and shall not be made available for public inspection.

#### **8.4 Complaint Files and Reports.**

- (A) Grantee shall keep an accurate and comprehensive Record of any and all complaints received from the City regarding the operation and performance of the Cable System within the Franchise Area, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. Those Records shall be retained for three (3) years, and remain available to Grantor during Normal Business Hours.
- (1) "Upon written request, with the request to be made within forty-five (45) days of the end of the preceding calendar year, Grantee shall provide an executive summary report within sixty (60) days of the written notice from Grantor. Information to be included in the executive summary would include: subscriber numbers by video category; homes passed; disconnections by category; construction activity to include new homes passed and marketable passings; number of service calls; % of service calls made within 72 hours of notification; and outages.
- (2) Grantor shall also have the right to request such information as appropriate and reasonable to determine whether or not Grantee is in compliance with applicable Customer Service Standards, as referenced in Attachment A. Such information shall be provided to Grantor in such format as Grantee customarily prepares reports. Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to evaluate compliance.

**8.5 Inspection of Facilities.** Grantor may inspect upon request any of Grantee's facilities and equipment to confirm performance under this Agreement at any time upon at least twenty-four (24) hours' notice, or, in case of an emergency, upon demand without prior notice.

**8.6 False Statements.** Any intentional false or misleading statement or representation in any report required by this Agreement may be deemed a violation of this Agreement and may subject Grantee to all remedies, legal or equitable, which are available to Grantor under this Agreement or otherwise. Grantor shall have the right to determine the severity of the violation based upon the report in question.

**8.7 Report Expense.** All reports and Records required under this or any other Section shall be furnished, without cost, to Grantor.

### **SECTION 9. PROGRAMMING**

#### **9.1 Broad Programming Categories.**

- (A) Grantee's Cable System shall provide the widest diversity of Programming possible. Grantee shall provide at least the following

broad categories of Programming to the extent such categories are reasonably available:

- (1) Educational Programming.
- (2) Sports.
- (3) General entertainment (including movies).
- (4) Children/family-oriented.
- (5) Arts, culture and performing arts.
- (6) Foreign language.
- (7) Science/documentary. Weather information.
- (8) Programming addressed to diverse ethnic and minority interests in the Franchise Area; and
- (9) National, state, and local government affairs.

(B) Grantee shall not delete any broad category of Programming within its control.

**9.2 Parental Control Devices.** Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

**9.3 Continuity of Service.**

- (A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are satisfied. Subject to the force majeure provisions of Section 5.4 of this Agreement, Grantee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances.
- (B) In the event of a change in ownership, or in the event a new Cable Operator acquires the Cable System in accordance with this Agreement, Grantee shall cooperate with Grantor and such new Cable Operator in maintaining continuity of service to all Subscribers.

## **SECTION 10. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

**(A) Designated Access Providers.**

- (1) The Grantor may designate Public, Educational and Government Access Providers, including itself, to control and manage the use of any or all Access Channels provided by the Grantee under this Franchise (the "Designated Access Provider") throughout the Franchise Area. The Grantor or its designee may formulate rules for the operation of the

Access Channels, consistent with this Franchise; such rules shall not be designed to control the content of Public Access programming.

Grantee shall cooperate with Designated Access Provider(s) in the use of the Access Channels for the provision of PEG Access. Nothing in this Franchise shall prevent the Grantor or its Designated Access Provider from carrying out fundraising activities to supplement access capital or operating funds consistent with applicable federal and state law and regulations, and such fundraising activity shall not in itself constitute a commercial use of access channels, facilities and equipment. However, Grantee may review such use and if Grantee determines that such use is inconsistent with applicable federal and state law or regulations, Grantor or its Designated Access Provider, upon written notification from Grantee, shall immediately cease such use.

- (2) Grantee shall enter into such operating agreements with Designated Access Provider(s) as may be necessary to facilitate and coordinate the provision of PEG Access, provided that all such operating agreements shall not be inconsistent with the terms of this Franchise.

**(B) Channel Capacity.**

- (1) Grantee will continue to provide to the Grantor, for independent administration by the Grantor or its designee throughout the term of the Franchise, one (1) PEG Access Channel to be cablecast throughout the Franchise Area. In addition, as of the effective date of this Franchise, there is one (1) Channel used for PEG Access Programming that is not originating from or controlled by Grantor that will continue to be available to Subscribers: channel 11 (CAN - Regional Public Access). Grantor acknowledges that Grantee does not control any of the Access Programming on the CAN - Regional Public Access channel, and should any or all such Programming no longer be available by those controlling such Programming, Grantee is not obligated to maintain that Channel.
- (2) All Access Channels required by this Franchise shall be included by Grantee in Basic Cable Service, and shall throughout the term of the Franchise be fully available and accessible to every Subscriber without additional costs, charges or equipment.

**(C) Support for Access Costs.**

- (1) Except as otherwise agreed to by the parties, throughout the term of this Franchise, Grantee shall pay to the City fifty-two cents (\$.52) per month, per residential Subscriber, or such lesser amount if authorized in writing by Grantor, due within sixty (60) days of the Effective Date of the Franchise to be used for capital equipment and facilities related to PEG access and distribution, and, to the extent permitted by law, PEG operating costs. The Grantee shall make such payments quarterly, following the Effective Date of this agreement for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days

following the end of the quarter, concurrent with the franchise fee payment pursuant to Section 4.2.

- (2) If Grantor enters into a franchise agreement or amends an existing franchise agreement with another Cable Operator after the Effective Date of this Franchise to provide Cable Service in all or any portion of the Grantee's Franchise Area that includes PEG financial support calculated based on a Gross Revenues basis that is less than twenty-five cents (\$.25) per month, per residential Subscriber, then, to the extent required by law, Grantee shall be entitled to reduce the PEG contribution to match that of the other Cable Operator(s).
- (3) Upon request, the Grantor shall provide a report not more than annually to the Grantee on the use of the funds provided to the Grantor under this Section 10(C). The annual report shall be submitted to Grantee within forty-five (45) days after the date the Grantor receives the request. Grantee may review Records of the Grantor and its designees regarding the use of funds described in such report. Grantee may review Records of the Grantor, and any PEG access providers receiving the funds, regarding the use of funds provided and channels, to verify that the funds have been used in accordance with this Agreement.
- (4) Grantee agrees that financial support or costs arising from or relating to the obligations set forth in this Section 10(C) shall in no way modify or otherwise affect the Grantee's obligations to pay Franchise fees to the Grantor. Grantee agrees that although the sum of Franchise fees and the payments set forth in this Section may total more than five percent (5%) of the Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any past, present and future Franchise fee payments under this Franchise. As provided for under federal law, Grantee may pass through to Subscribers and itemize on Subscriber cable bills the PEG Access contribution set forth in subsection 10(C)(i).

## **SECTION 11. GENERAL STREET USE AND CONSTRUCTION**

### **11.1 Construction.**

- (A) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Agreement, Grantee may perform all construction and maintenance necessary for the operation of its Cable System. All construction and maintenance of any and all facilities within the Public Rights of Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Except as permitted in Section 11.1(D), prior to performing any construction or maintenance in the Public Rights of Way, Grantee shall apply for, and obtain, all necessary permits. Grantee shall pay, prior to issuance, all applicable fees of the requisite construction permits and give appropriate notices to any other Cable Operators, licensees or permittees of the Grantor, or other units of government owning or maintaining pipes, wires, conduits or other facilities which may be affected by the proposed excavation.

- (B) All construction shall be performed in compliance with this Agreement, all applicable Grantor ordinances and codes, and any permit issued by the Grantor. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, Cable Operators, and permittees so as to reduce as far as possible the number of Street cuts.
- (C) Grantor shall have the right to inspect all construction or installation work performed within the Franchise Area as it shall find necessary to ensure compliance with the terms of this Agreement, other pertinent provisions of law, and any permit issued by the Grantor.
- (D) In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits as soon as reasonably practicable but in no event later than forty-eight (48) hours after discovery of the emergency. Grantee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permit or license fees.
- (E) Whenever possible, to avoid additional wear and tear on the Public Rights of Way, Grantee shall utilize existing poles and conduit. Grantee may charge for use of the conduit consistent with all applicable laws. Notwithstanding the foregoing, this Agreement does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person without their permission. Copies of agreements for use of poles, conduits or other utility facilities must be provided upon request by the Grantor upon demonstrated need and subject to protecting Grantee's proprietary information from disclosure to third parties.

**11.2 Location of Facilities.** Grantee shall comply with the requirements of Oregon Utility Notification Center ORS 757.542-757.562 and ORS 757.993 (2009) (penalty for violation of utility excavation notification provisions), and applicable rules and regulations promulgated thereunder in OAR Chapter 952 relating to Oregon Utility Notification Center.

**11.3 Relocation.**

- (A) Relocation for Grantor.
  - (1) Grantor shall have the right to require Grantee to change the location of any part of Grantee's Cable System within the Public Rights of Way when the public convenience requires such change, and the expense thereof shall be paid by Grantee (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party). Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by Grantor due to Grantee's

delay. If Grantor requires Grantee to relocate its facilities located within the Public Rights of Way, Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights of Way.

- (2) If public funds, which Grantor received, are available to any other user of the Public Rights of Way (except for Grantor) for the purpose of defraying the cost of relocating or removing facilities and Grantee relocates or removes its facilities as required by Grantor under this Agreement, the Grantor shall notify Grantee of such funding and will reimburse Grantee for such costs to the extent permitted or allowed by the funding source or applicable state law and to the extent other users of the Public Rights of Way are provided such funds. Grantee shall be reimbursed for costs associated with beautification or enhancement projects paid for by affected property owners to the same extent as impacted utilities.
- (B) Relocation by Grantor. The Grantor may remove, replace, modify or disconnect Grantee's facilities and equipment located in the Public Right of Way or on any other property of the Grantor in the case of fire, disaster, or other emergency, provided that, Grantor shall be responsible for any damage to Grantee's facilities as a result of Grantor's negligence or gross negligence in performing work under this Section subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution. The Grantor shall attempt to provide notice to Grantee prior to taking such action and shall, when feasible, provide Grantee with the opportunity to perform such action.
- (C) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation or repair of the facilities or equipment of another Franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action regarding the necessary changes requested by the responsible entity. Grantee and such other Franchise holder shall determine how costs associated with the removal or relocation required herein shall be allocated.
- (D) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must pay the expense of such temporary changes, and Grantee may require the permit holder to pay the full amount in advance.

**11.4 Restoration of Public Rights of Way.** Whenever Grantee excavates, damages, or disturbs the surface of any Public Right of Way for any purpose, including but not limited to relocation or undergrounding as required in this Section, Grantee shall promptly restore the Public Right of Way to the satisfaction of the Grantor in accordance with applicable Grantor ordinances and codes and any permit issued by the Grantor. In the event there is no applicable ordinance, code or permit, Grantee shall promptly restore the Public Right of Way to at least its prior condition. Unless otherwise provided in any permit issued by Grantor, when any opening is made by Grantee in a hard surface pavement in any Public Right of Way, Grantee shall refill within twenty-four

(24) hours. Grantee shall be responsible for restoration and maintenance of the Public Right of Way and its surface affected by the excavation in accordance with applicable regulations of the Grantor. Grantor may, after providing notice to Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, refill or repave any opening made by Grantee in the Public Rights of Way, and the expense thereof shall be paid by Grantee. Grantor may, after providing notice to Grantee, remove and/or repair any work done by Grantee that, in the determination of Grantor, is inadequate. The cost thereof, including the costs of inspection and supervision, shall be paid by Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor. All excavations made by Grantee in the Public Rights of Way shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Agreement, and this Section in particular, shall be done in strict compliance with all rules, regulations and ordinances of Grantor.

#### **11.5 Maintenance and Workmanship.**

- (A) Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, wires, conduits, pedestals, structures, equipment or other facilities that may have been laid in the Public Rights of Way by, or under, Grantor's authority.
- (B) Grantee shall maintain and use any equipment necessary to control and carry Grantee's cable television Signals so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, change and improve its facilities to keep them in good repair, and safe and presentable condition.

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

**11.7 Use of Conduits by Grantor.** Grantor may install or affix and maintain wires and equipment owned by Grantor for governmental purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Public Rights of Way and other public places upon reasonable share of costs, to the extent space therein or thereon is

reasonably available and feasible without compromising the integrity of the Cable System or facility, and pursuant to all applicable ordinances and codes. For the purposes of this Section 11.7, "governmental purposes" includes, but is not limited to, the use of the structures and installations by Grantor for fire, police, traffic, water, telephone, or signal systems, but not for Cable System purposes or provision of services in competition with Grantee. Grantee shall not deduct the value of such use of its facilities from its Franchise fees payable to Grantor except as otherwise may be authorized by federal law.

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

**11.9 Discontinuing Use of Facilities.** Whenever Grantee intends to discontinue using any facility within the Public Rights of Way, Grantee shall submit for Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Public Rights of Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by Grantor. Until such time as Grantee removes or modifies the facility as directed by Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Rights of Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. Grantee shall not be required to remove the facility if the facility is used to provide services not regulated under this Agreement.

**11.10 Hazardous Substances.**

- (A) Grantee shall comply with all applicable local, state and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Public Rights of Way.
- (B) Grantee shall maintain and inspect its Cable System located in the Public Rights of Way. Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in the Public Rights of Way to determine if any release of hazardous substances has occurred, or may occur, from or related to



Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Agreement, Grantee shall also remove all residue of hazardous substances related thereto.

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

#### **11.11 Undergrounding of Cable.**

- (A) Where all utility lines are installed underground at the time of Cable System construction, or when such lines are subsequently placed underground, all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor, to the extent permitted by law and applicable safety codes. Cable must be installed underground where: (1) all existing utility lines are placed underground, (2) statute, ordinance, policy, or other regulation of an individual Grantor or City requires utility lines to be placed underground, or (3) all overhead utility lines are placed underground.
- (B) Related Cable System equipment such as pedestals must be placed in accordance with applicable code requirements and underground utility rules; provided, however, nothing in this Agreement shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, pedestals, power supplies, or other related equipment. In areas where electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the reasonable additional cost in excess of aerial installation.
- (C) For purposes of this Section 11.11, "utility lines" and "utility wiring" does not include high voltage electric lines.

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

**11.13 Construction, Building and Zoning Codes.** Grantee shall strictly adhere to all applicable construction, building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to not cause unreasonable interference with the use of said public or private property by any Person. In the event of such interference, Grantor may require the removal or relocation of Grantee's lines, cables, and other appurtenances, at Grantee's cost, from the property in question.

#### 11.14 **Standards.**

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

### SECTION 12. SYSTEM DESIGN AND STANDARDS

#### 12.1 **Subscriber Network.**

- (A) As of the Effective Date of this Agreement, the Cable System utilizes a Fiber to the node architecture serving no more than fifteen hundred (1,500) Subscribers per node. All active electronics are 750 MHz capable equipment, or equipment of higher bandwidth. Grantee agrees to maintain and improve upon this architecture as demand requires.
- (B) Grantee's Subscriber network shall, at all times, meet or exceed the minimum system design and performance specifications required by the FCC.

#### 12.2 **Test and Compliance Procedures.**

- (A) Upon request, Grantee shall advise Grantor of schedules and methods for testing the Cable System on a regular basis to determine compliance with the provisions of applicable FCC technical standards. Representatives of Grantor may witness tests, and written test reports may be made available to Grantor upon request.
- (B) To the extent required by FCC Rules, Grantee shall conduct proof of performance tests and cumulative leakage index tests designed to demonstrate compliance with FCC requirements. Grantee shall provide Grantor summary written reports of the results of such tests.

- 12.3 Standby Power.** Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, to the node, rated for at least two (2) hours duration. In addition, throughout the term of this Agreement, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours.

### SECTION 13. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

- 13.1 Equivalent Service.** It is Grantee's general policy that all residential dwelling units in the Franchise Area have equivalent availability to Cable Service from Grantee's Cable System under nondiscriminatory rates and reasonable terms and conditions, subject to

federal law. Grantee shall not arbitrarily refuse to provide Cable Service to any Person within its Franchise Area.

### 13.2 **Service Availability.**

- (A) Service to New Subdivisions. Grantee shall provide Cable Service in new subdivisions upon the following occurrence:

Within thirty (30) days following a request from a resident. For purposes of this Section, a receipt shall be deemed to be made on the signing of a service agreement, receipt of funds by the Grantee, receipt of a written request by Grantee, or receipt by Grantee of a verified verbal request.

- (B) Grantee shall provide such service:

- (1) With no line extension charge except as specifically authorized elsewhere in this Agreement.
- (2) At a nondiscriminatory installation charge for a standard installation, consisting of a drop no longer than one hundred twenty five (125) feet, with additional charges for non-standard installations computed according to a nondiscriminatory methodology for such installations, adopted by Grantee and provided in writing to Grantor upon written request; and at nondiscriminatory monthly rates for residential Subscribers, subject to federal law.

- (C) Required Extensions of Service. Whenever the Grantee shall receive a request for service from at least ten (10) residences within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such potential Subscribers at no cost to said Subscribers for Cable System extension, other than the usual connection fees for all Subscribers within ninety (90) days, provided that such extension is technically feasible, and if it will not adversely affect the operation of the Cable System.

- (D) Customer Charges for Extensions of Service. No potential Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a potential Subscriber's request to locate a cable drop underground, existence of more than one hundred twenty-five (125) feet of distance from distribution cable to connection of service to such Subscriber, or a density of less than ten (10) residences per one thousand three hundred twenty (1,320) cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and potential Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per one thousand three hundred twenty (1320) cable-bearing strand feet of its trunks or distribution cable and whose denominator equals ten (10) residences. Subscribers who request service hereunder will bear the remainder of the construction and other costs on a *pro rata* basis. The Grantee may require that the payment of the

capital contribution in aid of construction borne by such potential Subscriber be paid in advance.

- (E) Enforcement. Failure to meet these standards shall subject Grantee to enforcement actions on a per Subscriber basis in Section 14.

**13.3 Limitation on Free Service.** The parties acknowledge that as of the Effective Date of this Franchise agreement, Grantee continues to provide Complimentary Services to certain schools, libraries, and public institutions within the Franchise Area. In the event Grantee elects, to the extent permitted by Applicable Laws, to invoice the Grantor for Complimentary Services, Grantee agrees that it will do so only after providing City with one hundred twenty (120) days' prior written notice. Grantee agrees not to unfairly or unreasonably discriminate against the Grantor with respect to other Oregon served local franchising authorities, with respect to the costs to be imposed for Complimentary Services.

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

## **SECTION 14. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE**

### **14.1 Procedure for Remedying Franchise Violations.**

- (A) If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.
- (B) The Grantor must provide written notice of a violation. Upon receipt of notice, the Grantee will have a period of thirty (30) days to cure the violation or thirty (30) days to present to the Grantor a reasonable remedial plan. The Grantor shall, with Grantee's consent, decide whether to accept, reject, or modify the remedial plan presented by the Grantee. Liquidated damages shall be assessed only in the event that either a cure has not occurred within thirty (30) days or the Grantor rejects the remedial plan. The procedures provided in Section 14 shall be utilized to impose any liquidated damages. The date of violation will be the date of the event and not the date Grantee receives notice of the violation provided, however, that if Grantor has actual knowledge of the violation and fails to give the Grantee the notice called for herein, then the date of the violation shall be no earlier than ten (10) business days before the Grantor gives Grantee the notice of the violation. Grantee shall have thirty (30) calendar days from the date of receipt of such notice to:
- (1) Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and requesting a hearing in accordance with subsection (E) below, or;
  - (2) Cure the violation, or;

- (3) Notify Grantor that Grantee cannot cure the violation within the thirty (30) days, and notify the Grantor in writing of what steps the Grantee shall take to cure the violation, including the Grantee's projected completion date for such cure. In such case, Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection (C) below.
- (C) In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor shall, within thirty (30) days of Grantor's receipt of such notice, set a hearing. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. In the event such plan and completion date are determined by mutual consent to be reasonable, the same may be approved by the Grantor, who may waive all or part of the liquidated damages for such extended cure period in accordance with the criteria set forth in subsection (G) below.
- (D) In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (C), the Grantor shall set a hearing to determine what liquidated damages, if any, shall be applied.
- (E) In the event that the Grantee contests the Grantor's assertion that a violation has occurred, and requests a hearing in accordance with subsection (B)(1) above, the Grantor shall set a hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what liquidated damages shall be applied.
- (F) In the case of any hearing pursuant to this Section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee shall be provided an opportunity to be heard, examine Grantor's witnesses, and to present evidence in its defense. The Grantor may also hear any other Person interested in the subject, and may provide additional hearing procedures as Grantor deems appropriate.
- (G) The liquidated damages set forth in Section 14.2 of this Agreement may be reduced at the discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:
- (1) Whether the violation was unintentional;
  - (2) The nature of the harm which resulted;
  - (3) Whether there is a history of prior violations of the same or other requirements;
  - (4) Whether there is a history of overall compliance, and/or;
  - (5) Whether the violation was voluntarily disclosed, admitted or cured.

- (H) If, after the hearing, Grantor determines that a violation exists, Grantor may use one or more of the following remedies:
- (1) Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;
  - (2) Establish the amount of liquidated damages set forth in Section 14.2, taking into consideration the criteria provided for in subsection (G) of this Section as appropriate in Grantor's discretion;
  - (3) Revoke this Agreement, and/or;
  - (4) Pursue any other legal or equitable remedy available under this Agreement or any applicable law.
- (I) Liquidated damages shall not be imposed in an amount in excess of twenty -five thousand dollars (\$25,000) for the Grantor within any twelve (12) month consecutive period.
- (J) The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor or its designee, provided that any such final determination shall be subject to review by a court of competent jurisdiction under applicable law.

#### **14.2 Liquidated Damages.**

- (A) Failure to comply with provisions of this Agreement may result in injury to Grantor. Grantor and Grantee recognize it will be difficult to accurately estimate the extent of such injury. Therefore, the financial penalty provisions of this Agreement are intended as a reasonable forecast of compensation to the Grantor collectively for the harm caused by violation of this Agreement, including but not limited to administrative expense, legal fees, publication of notices, and holding of a hearing or hearings as provided herein.
- (1) For violating aggregate performance telephone answering standards for a Quarterly measurement period:
    - (a) \$2,500 for the first such violation;
    - (b) \$5,000 for the second such violation, unless the violation has been cured;
    - (c) \$7,500 for any and all subsequent violations, unless the violation has been cured;

A cure is defined as meeting the Subscriber telephone answering standards for two (2) consecutive Quarterly measurement periods;
  - (2) For violation of applicable Subscriber service standards where violations are not measured in terms of aggregate performance standards: \$250 per violation, per day;

- (3) For all other violations of this Agreement, except as otherwise provided herein, (for example, but not limited to, Record submissions under Section 8): \$250/day for each violation for each day the violation continues.
- (B) The liquidated damages set forth in Section 14.2(A) may be reduced at the sole discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of violation as reflected by one or more of the following factors:
  - (1) whether the violation was unintentional;
  - (2) the nature of the harm which resulted;
  - (3) whether there is a history of prior violations of the same or other requirements;
  - (4) whether there is a history of overall compliance, and/or;
  - (5) whether the violation was voluntarily disclosed, admitted or cured.
- (C) Collection of Liquidated Damages. The collection of liquidated damages by the Grantor shall in no respect affect:
  - (1) Compensation owed to Subscribers; or
  - (2) The Grantee's obligation to comply with all of the provisions of this Agreement or applicable law; or
  - (3) Other remedies available to the Grantor provided, however, that collection of liquidated damages shall be the exclusive remedy for the Grantor for the particular incident or for the particular time period for which it is imposed other than reasonable attorney fees and costs, if applicable. If the violation continues beyond the particular time period, Grantor shall have the right to pursue other remedies under this Agreement.

### 14.3 **Revocation.**

- (A) Should Grantor seek to revoke the Franchise after following the procedures set forth in Section 14.1, Grantor shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event Grantor has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. Grantor shall cause to be served upon Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- (B) At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant

testimony of the officials, agents, employees or consultants of Grantor, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

- (C) Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter Grantor shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by Grantee. Grantor shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to Grantee to effect any cure. If Grantor determines that the Franchise shall be revoked, Grantor shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of Grantor to an appropriate court, which shall have the power to review the decision of Grantor. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Grantor.
- (D) Grantor may, at its sole discretion, take any lawful action which it deems appropriate to enforce Grantor's rights under the Agreement in lieu of revocation of the Franchise.

#### **14.4 Relationship of Remedies.**

- (A) Remedies are Non-exclusive. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the Grantor at law or equity, provided that the cumulative remedies may not be disproportionate to the magnitude and severity for the breach for which they are imposed except as otherwise provided in Section 14.2. By way of example and not limitation, the collection of liquidated damages by Grantor shall in no respect affect:
  - (1) Refunds or credits owed to Subscribers; or
  - (2) Grantee's obligation to comply with the provisions of this Agreement or applicable law.
- (B) No Election of Remedies. Without limitation, the withdrawal of amounts from the Grantee's performance bond, or the recovery of amounts under the insurance, indemnity or penalty provisions of this Agreement shall not be construed as any of the following: an election of remedies; a limit on the liability of Grantee under the Agreement for liquidated damages or otherwise, except as provided in Section 14.2; or an excuse of faithful performance by Grantee.

#### **14.5 Removal.**

- (A) In the event of termination, expiration or revocation of this Agreement, Grantor may order the removal of the above-ground Cable System facilities and such underground facilities as required by Grantor in order to achieve reasonable engineering or Public Rights of Way use purposes, from the Franchise Area at



Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Public Rights of Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment.

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

**14.6 Receivership and Foreclosure.** Grantor and Grantee acknowledge that the following paragraphs may not be applicable or are subject to the jurisdiction of the bankruptcy court.

- (A) At the option of Grantor, subject to applicable law, this Agreement may be revoked one-hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless:
  - (1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment, or;
  - (2) The receiver(s) or trustee(s) have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all violations under the Agreement. Additionally, the receiver(s) or trustee(s) shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver(s) or trustee(s) assume and agree to be bound by each and every term and provision of this Agreement.
- (B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Agreement shall be revoked thirty (30) days after service of such notice, unless:
  - (1) Grantor has approved the transfer of this Agreement, in accordance with the procedures set forth in this Agreement and as provided by law; and
  - (2) The purchaser has agreed with Grantor to assume and be bound by all of the terms and conditions of this Agreement.

**14.7 No Recourse Against Grantor.** Grantee shall not have any monetary recourse against Grantor or its officials, boards, City's agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof, in accordance with the provisions of applicable federal, state and local law. The rights of the Grantor under this Agreement are in addition to, and shall

not be read to limit, any rights or immunities the Grantor may enjoy under federal, state or local law. However, under federal law, Grantee does have the right to seek injunctive and declaratory relief.

- 14.8 Nonenforcement By Grantor.** Grantee is not relieved of its obligation to comply with any of the provisions of this Agreement by reason of any failure of Grantor to enforce prompt compliance. Grantor's forbearance or failure to enforce any provision of this Agreement shall not serve as a basis to stop any subsequent enforcement. The failure of the Grantor on one or more occasions to exercise a right or to require compliance or performance under this Agreement or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

## **SECTION 15. ABANDONMENT**

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

**15.2 What Constitutes Abandonment.**

- (A) The Grantor shall be entitled to exercise its options and obtain any required injunctive relief if:
- (1) The Grantee fails to provide Cable Service in accordance with this Agreement to the Franchise Area for ninety-six (96) consecutive hours, unless the Grantor authorizes a longer interruption of service, except if such failure to provide service is due to a force majeure occurrence, as described in Section 5.4; or
  - (2) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Agreement.

## **SECTION 16. FRANCHISE RENEWAL AND TRANSFER**

**16.1 Renewal.**

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

- (B) In addition to the procedures set forth in the Cable Act, the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this Section to be consistent with the express provisions of the Cable Act.

## **16.2 Transfer of Ownership or Control.**

- (A) The Cable System and this Agreement shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity, without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.
- (B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Agreement subject to cancellation unless and until the Grantor shall have consented thereto.
- (C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.
- (D) The Grantor shall render a final written decision on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.
- (E) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee.
- (F) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding

and unresolved issues of noncompliance with the terms and conditions of this Agreement by Grantee.

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

## **SECTION 17. SEVERABILITY**

If any Section, subsection, paragraph, term, or provision of this Agreement or any ordinance, law, or document incorporated herein by reference is held by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such holding shall be confined in its operation to the Section, subsection, paragraph, term, or provision directly involved in the controversy in which such holding shall have been rendered, and shall not in any way affect the validity of any other Section, subsection, paragraph, term, or provision hereof. Under such a circumstance the Grantee shall, upon the Grantor's request, meet and confer with the Grantor to consider amendments to this Agreement. The purpose of the amendments shall be to place the parties, as nearly as possible, in the position that they were in prior to such determination, consistent with applicable law. In the event the parties are unable to agree to a modification of this Agreement within sixty (60) days, either party may (1) seek appropriate legal remedies to amend this Agreement, or (2) shorten this Agreement to thirty-six (36) months, at which point either party may invoke the renewal procedures under 47 U.S.C. § 546. Each party agrees to participate in up to sixteen (16) hours of negotiation during the sixty (60) day period.

## **SECTION 18. MISCELLANEOUS PROVISIONS**

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

### **18.2 Dispute Resolution.**

- (A) The Grantor and Grantee agree that should a dispute arise between the parties concerning any aspect of this Agreement which is not resolved by mutual agreement of the parties, and unless either party believes in good faith that injunctive relief is warranted, the dispute will be submitted to mediated negotiation prior to any party commencing litigation. In such event, the Grantor and Grantee

agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator.

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

### 18.3 **Notices.**

- (A) Throughout the term of this Agreement, Grantee shall maintain and file with Grantor a designated legal or local address for the service of notices by mail. A copy of all notices from Grantor to Grantee shall be sent, postage prepaid, to such address and such notices shall be effective upon the date of mailing. At the Effective Date of this Agreement, such addresses shall be:

Comcast of Delaware, II, Inc.  
Attn: Government Affairs  
9605 SW Nimbus Ave  
Beaverton, OR 97008

with copy to:

Attn : West Division/Government Affairs  
15815 25th Ave West  
Lynnwood, WA 98087

- (B) All notices to be sent by Grantee to Grantor under this Agreement shall be sent, postage prepaid, and such notices shall be effective upon the date of mailing. At the Effective Date of this Agreement, such address shall be:

City of St. Helens  
PO Box 278  
St. Helens, OR 97051

- 18.4 **Binding Effect.** This Agreement shall be binding upon the parties hereto, their permitted successors and assigns.

- 18.5 **Authority to Amend.** This Agreement may be amended at any time by written agreement between the parties.

- 18.6 **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Oregon.

- 18.7 **Venue.** Venue for any dispute arising out of this Agreement shall be Columbia County Circuit Court.

- 18.8 Guarantee.** The performance of the Grantee shall be guaranteed in all respects by TCI West, LLC. A signed guarantee, in a form acceptable to the Grantor, shall be filed with the Grantor prior to the Effective Date hereof.
- 18.9 Captions.** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Agreement.
- 18.10 Entire Agreement.** This Agreement, together with all appendices and attachments, contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.
- 18.11 Construction of Agreement.** The provisions of this Agreement shall be liberally construed to promote the public interest. Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2020.

COMCAST OF DELAWARE II, INC.

CITY OF ST. HELENS, OREGON

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## Attachment A CUSTOMER SERVICE

These standards shall apply to Grantee to the extent it is providing Cable Services over the Cable System in the Franchise Area. This Attachment A sets forth the minimum customer service standards that the Grantee must satisfy.

### 1. Definitions

- (A) Normal Business Hours mean those hours during which most similar businesses in the Franchise Area are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.
- (B) Normal Operating Conditions: Those service conditions that are within the control of the Grantee, as defined under 47 C.F.R. § 76.309(c)(4)(ii). Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.
- (C) Respond: The start of Grantee's investigation of a Service Interruption by receiving a Subscriber call, and opening a trouble ticket, and begin working, if required.
- (D) Service Call: The action taken by Grantee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- (E) Service Interruption: The loss of picture or sound on one or more cable Channels.
- (F) Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.
- (G) Standard Installation: Installations where the Subscriber is within one hundred twenty five (125) feet of trunk or feeder lines.

### 2. Telephone Availability

- (A) Grantee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Grantee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and such representatives shall be available to receive all other inquiries at least forty-five (45) hours per week including at least one night per week and/or some weekend hours. Grantee representatives shall identify themselves by name when answering this number.
- (B) Grantee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the

local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Agreement by Grantee.

- (C) Grantee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if Subscribers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. Grantee may reasonably substitute this requirement with another method of handling calls from Subscribers who do not have touch-tone telephones.

- (D) Under Normal Operating Conditions, calls received by the Grantee shall be answered within thirty (30) seconds during Normal Business Hours. The Grantee shall meet this standard for ninety percent (90%) of the calls it receives at call centers receiving calls from Franchise Area Subscribers, as measured on a cumulative Quarterly calendar basis. Measurement of this standard shall include all calls received by the Grantee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.
- (E) Under Normal Operating Conditions, callers to the Grantee shall receive a busy signal no more than three (3%) percent of the time during any calendar Quarter.
- (F) Upon request, Forty-five (45) days following the end of each Quarter, the Grantee shall report to Grantor, the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:
  - (1) Percentage of calls answered within thirty (30) seconds as set forth in subsection 2(D) of this Attachment A; and
  - (2) Percentage of time Subscribers received a busy signal when calling the Grantee's service center as set forth in Section 2(E) of this Attachment A.
- (G) At the Grantee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Grantee shall notify Grantor of such a change not less than thirty (30) days in advance.

### **3. Installations and Service Appointments**

- (A) All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding/bonding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Grantee-supplied equipment and Cable Service.
- (B) The Standard Installation shall be performed within seven (7) business days of



Subscriber request. Grantee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding those requested by the Subscriber outside of the seven (7) day period.

- (C) Grantee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At Grantee's discretion, Grantee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber.
  - (1) Grantee may not cancel an appointment window with a customer after the close of business on the business day prior to the scheduled appointment.
  - (2) If Grantee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.
- (D) Grantee must provide for the pick up or drop off of equipment free of charge in one of the following manners: (i) by having a Grantee representative go to the Subscriber's residence, (ii) by using a mailer, or (iii) by maintaining a conveniently located facility for pick-up and drop-off of equipment and bill payment. If requested by a mobility-limited Subscriber, the Grantee shall arrange for pickup and/or replacement of converters or other Grantee equipment at Subscriber's address or by a satisfactory equivalent.

#### **4. Service Interruptions and Outages**

- (A) Grantee shall promptly notify Grantor of any Significant Outage of the Cable Service.
- (B) Grantee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, Grantee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after Grantor and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, Grantee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m., which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual Subscriber notice.
- (C) Grantee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.
- (D) Under Normal Operating Conditions, Grantee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:
  - (1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls about Service Interruptions in the Service Area.

- (2) Grantee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or Grantor of a Cable Service problem.
- (E) Under Normal Operating Conditions, Grantee shall complete Service Calls within seventy-two (72) hours of the time Grantee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.
- (F) Grantee shall meet the standard in Section 4(E) of this Attachment A for ninety percent (90%) of the Service Calls it completes, as measured on a Quarterly basis.
- (G) Upon request, Grantee shall provide Grantor with a report within forty-five (45) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period, not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section 4(G). Subject to consumer privacy requirements, underlying activity will be made available to Grantor for review upon reasonable request. At the Grantee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. The Grantee shall notify the Grantor of such a change at least thirty (30) days in advance.
- (H) At Grantee's option, the above measurements may be changed for calendar quarters to billing or accounting quarters one time during the term of this Agreement. Grantee shall notify Grantor of such a change at least thirty (30) days in advance.
- (I) Under Normal Operating Conditions, Grantee shall provide a credit upon Subscriber request when all Channels received by that Subscriber experience the loss of picture or sound for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Grantee to verify the problem if requested by Grantee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.
- (J) Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, Grantee shall issue a credit upon request to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit upon request to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Grantee, provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

## **5. Subscriber Complaints Referred by Grantor**

Under Normal Operating Conditions, Grantee shall begin investigating Subscriber complaints referred by Grantor within twenty-four (24) hours. Grantee shall notify Grantor of those matters that

require more than seventy-two (72) hours to resolve, but Grantee must make all necessary efforts to resolve those complaints within ten (10) business days of the initial complaint. Grantor may require Grantee to provide reasonable documentation to substantiate the request for additional time to resolve the problem. Grantee shall inform Grantor in writing, which may be by an electronic mail message, of how and when referred complaints have been resolved within a reasonable time after resolution. For purposes of this Section 5 of this Attachment A, "resolve" means that Grantee shall perform those actions, which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

## **6. Billing**

- (A) Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Grantee shall without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes, PEG capital fees, and/or other governmental-imposed fees. Grantee shall maintain records of the date and place of mailing of bills.
- (B) Every Subscriber with a current account balance sending payment directly to Grantee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.
- (C) A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Section 6(B) of this Attachment A.
- (D) Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved, provided that:
  - (1) The Subscriber pays all undisputed charges;
  - (2) The Subscriber provides notification of the dispute to Grantee within five (5) days prior to the due date; and
  - (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
  - (4) It shall be within Grantee's sole discretion to determine when the dispute has been resolved.
- (E) Under Normal Operating Conditions, Grantee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.
- (F) Grantee shall provide a telephone number and address clearly and prominently on the bill for Subscribers to contact Grantee.

- (G) Grantee shall forward a copy of any rate-related or customer service-related billing inserts or other mailings related to Cable Service, but not promotional materials, sent to Subscribers, to Grantor.
- (H) Grantee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Grantee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of Grantee, the payment alternative may be limited.

## **7. Deposits, Refunds and Credits**

- (A) Grantee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to Grantee, or 3) who rent Subscriber equipment from Grantee, so long as such deposits are applied on a non-discriminatory basis. The deposit Grantee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit Grantee may charge for Subscriber equipment is the cost of the equipment which Grantee would need to purchase to replace the equipment rented to the Subscriber.
- (B) Grantee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one (1) year and provided the Subscriber has demonstrated good payment history during this period. Grantee shall pay interest on other deposits if required by law.
- (C) Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).
- (D) Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.
- (E) Bills shall be considered paid when appropriate payment is received by Grantee or its authorized agent. Appropriate time considerations shall be included in Grantee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

## **8. Rates, Fees and Charges**

- (A) Grantee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Grantee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Grantee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect Grantee's equipment (for example, a dog chew).

- (B) Grantee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice. Such late fees are subject to ORS 646.649.
- (C) All of Grantee's rates and charges shall comply with applicable law. Grantee shall maintain a complete current schedule of rates and charges for Cable Services on file with the Grantor throughout the term of this Agreement.

## **9. Disconnection/Denial of Service**

- (A) Grantee shall not terminate Cable Service for nonpayment of a delinquent account unless Grantee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.
- (B) Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service Interruption was reported by the Subscriber.
- (C) Nothing in these standards shall limit the right of Grantee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to Grantee's equipment, abusive and/or threatening behavior toward Grantee's employees or representatives, or refusal to provide credit history information or refusal to allow Grantee to validate the identity, credit history and credit worthiness via an external credit agency.
- (D) Charges for Cable Service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by Grantee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Grantee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by Grantee. For purposes of this subsection 9(D) of this Attachment A, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from Grantee and to receive Cable Service or other multi-channel video service from another Person or entity.

## **10. Communications with Subscribers**

- (A) All Grantee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of Grantee shall wear a clearly visible identification card bearing their name and photograph. Grantee shall make reasonable efforts to account for all identification cards at all times. In addition, all Grantee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of Grantee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Grantee vehicles shall have Grantee's logo plainly visible. The vehicles of those contractors

and subcontractors working for Grantee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to Grantee.

- (B) All contact with a Subscriber or potential Subscriber by a Person representing Grantee shall be conducted in a courteous manner.
- (C) Grantee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by Grantee may be referred to Grantor.
- (D) Grantee shall provide the name, mailing address, and phone number of Grantor on all Cable Service bills in accordance with 47 C.F.R. §76.952(a).
- (E) All notices identified in this Section 10 shall be by either:
  - (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or
  - (2) A separate electronic notification.
- (F) Grantee shall provide reasonable notice to Subscribers and Grantor of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including Channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of Grantee. If the change is not within Grantee's control, Grantee shall provide an explanation to Grantor of the reason and expected length of delay. Grantee shall provide a copy of the notice to Grantor including how and where the notice was given to Subscribers.
- (G) Grantee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Section 10(E), at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of Grantee:
  - (1) Products and Cable Service offered;
  - (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by Grantee related to Cable Service;
  - (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
  - (4) Channel positions of Cable Services offered on the Cable System;
  - (5) Complaint procedures, including the name, address, and telephone number of Grantor, but with a notice advising the Subscriber to initially contact Grantee about all complaints and questions;

- (6) Procedures for requesting Cable Service credit;
  - (7) The availability of a parental control device;
  - (8) Grantee practices and procedures for protecting against invasion of privacy; and
  - (9) The address and telephone number of Grantee's office to which complaints may be reported.
- (H) Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.
- (I) Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific Channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the Channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.
- (J) Every notice of termination of Cable Service shall include the following information:
  - (1) The name and address of the Subscriber whose account is delinquent;
  - (2) The amount of the delinquency for all services billed;
  - (3) The date by which payment is required in order to avoid termination of Cable Service; and
  - (4) The telephone number for Grantee where the Subscriber can receive additional information about their account and discuss the pending termination.
- (K) Grantee will comply with privacy rights of Subscribers in accordance with federal, state, and local law, including 47 U.S.C §551.

City of St. Helens  
**RESOLUTION NO. 1903**

A RESOLUTION ADOPTING A UNIVERSAL FEE SCHEDULE, AND  
SUPERSEDING RESOLUTION NO. 1874

**WHEREAS**, the City Council would like to have the Recreation Center available for community members to use; and

**WHEREAS**, the City Council recognizes a cost to having this facility used by community members and presents the attached fee schedule.

**NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES AS FOLLOWS:**

**Section 1.** Exhibit A, Fee Schedule, is hereby adopted as amended.

**Section 2.** Exhibit A, Fee Schedule, is effective December 16, 2020.

**Section 3.** This Resolution supersedes Resolution No. 1874.

**Approved and adopted** by the City Council on December 2, 2020, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder





St. Helens Universal Fee Schedule

POLICE DEPARTMENT		
Vehicle Impound Fee	\$ 100.00	Per vehicle
Bicycle Impound Fee	\$ 1.00	Per bicycle
Parking Citation	\$ 25.00	per ticket
Handicap Zone Violation	\$ 250.00	per ticket
False Alarm Response Fee, if exceeds 2 within a 12-month period	\$ 50.00	
False Alarm Response Fee, if exceeds 4 within a 12-month period	\$ 125.00	



## St. Helens Universal Fee Schedule

### MISCELLANEOUS FEES

Appeals Fee - General	\$ 175.00	Per appeal
Non-Sufficient Check Charge	\$ 25.00	Per check
Permit - Parade	\$ 50.00	Per event
Permit - Public Assembly	\$ 50.00	Per event
Permit - To Amplify Sound	\$ 50.00	Per event
Permit - Engage in Commercial Activity	\$ 50.00	Per event
Permit - To Use City Property During Hours of Closure	\$ 50.00	Per event
Permit - To Use Electrical Connections Owned by City	\$ 25.00	Per day
Permit - To Use Special Use Area	\$ 50.00	Per event
Permit - To Use Sidewalk Area for Furniture	\$ 50.00	Per 50 feet of street frontage used, rounded up.
<b>Photocopies &amp; Printouts</b>		
8.5" x 11"	\$ 0.50	
8.5" x 14"	\$ 0.75	
11" x 17"	\$ 1.00	
Up to 36" x 36"	\$ 6.00	
Color Copies: 8.5" x 11"	\$ 1.00	
Color Copies: 8.5" x 14"	\$ 1.25	
Reproduction of Audio/Video from City Meetings	\$ 20.00	Per Cassette/CD/DVD
Police Reports	\$ 20.00	Per case (Up to 30 pages)
Reproduction of Digital Photos/Audio/Video from Police Department	\$ 20.00	Per Cassette/CD/DVD
Public Records Request	\$ 20.00	Deposit. If staff time is less than 15 min, deposit is refunded. If staff time is more than 15, labor is charged to the 1/4 hour
Lien Search	\$ 26.00	Per Lien Search
Declaration of Candidacy Fee	\$ 50.00	
Advertising Bench - Annual Inspection Fee	\$ 5.00	Per bench
Reinspection Fee by CRFR for noncompliance with code provisions	\$ 50.00	Per reinspection
CD/DVD request for information & video	\$ 20.00	
Special Abatement of Illegal Notices or Advertisements	\$ 10.00	Per notice or advertisement



## St. Helens Universal Fee Schedule

### LIBRARY FEES

Fines for overdue adult books, magazines, audio recordings and CDs	\$ 0.15	Per item per day. Max fine \$10 per item
Fines for overdue DVDs and other video recordings	\$ 0.50	Per item per day. Max fine \$10 per item
Fines for overdue Cultural Pass	\$ 1.50	Per pass per day. Max fine of \$10 per pass.
Nonresident Borrower Card Fee	\$ 35.00	Per year
	\$ 10.00	Per three (3) months
Interlibrary Loan	\$ 3.00	Per item
<b>Fees for Lost or Destroyed Materials</b>		
Books, magazines, recordings, DVDs, CDs, or any other material	->	Original list price
Cultural Pass	\$ 30.00	
Replacing a borrower's lost card	\$ 2.00	
Missing bar code label	\$ 2.00	
Covers damaged or missing - DVD, CD or any other digital or electronic material/media	\$ 7.00	
<b>Meeting Room Fees</b>		
Auditorium	\$25.00	Per hour
	\$75.00	Per half day (up to 4 hours)
	\$150.00	All day (Open hours)
Armstrong	\$20.00	Per hour
	\$50.00	Per half day (up to 4 hours)
	\$95.00	All day (Open hours)
Both Rooms	\$40.00	Per hour
	\$110.00	Per half day (up to 4 hours)
	\$210.00	All day (Open hours)
Use of one or both meeting rooms outside normal Library hours	\$ 45.00	Per hour



## St. Helens Universal Fee Schedule

<u>COURT FEES</u>	
Civil Compromise Costs	\$ 300.00
Collection Fee per ORS 137.118 (3) (Maximum \$250)	25%
Community Service Fee	\$ 2.00 Per hour
Default Judgment	\$ 20.00
Discovery	\$ 20.00 Per case number (up to 30 pages)
Driver's License Reinstatement/Offense (City Portion)	\$ 20.00
Driving Record - Traffic Offenses Only (non-certified)	\$ 1.00
Failure to Appear for Bench Trial	\$ 150.00
Failure to Appear for Jury Trial	\$ 300.00
Installment Fee - for 6 month plan	\$ 25.00
Installment Fee - for 12 month plan	\$ 50.00
Warrant Issued	\$ 100.00
Withholding on County Assessment	10% at monthly distribution
Expungements	\$ 252.00
Probation Violation	\$ 50.00
Court Appointed Attorney Rates - Misdemeanor	\$ 200.00 per misdemeanor with maximum of \$400 unless approved by court
Court Appointed Attorney Rates - Probation Violation	\$ 125.00 per case with maximum of \$250 unless approved by court
Court Appointed Attorney Rates - Bench Trial	\$ 400.00
Court Appointed Attorney Rates - Jury Trial	\$ 600.00



## St. Helens Universal Fee Schedule

### Residential Business

#### Per Employee

#### Residential Business License

- 00 - 9.99 full-time equivalents
- 10 - 24.99 full-time equivalents
- 25 - 49.99 full-time equivalents
- 50 - 99.99 full-time equivalents
- 100+ full-time equivalents

### Non-Resident Business

#### Non-Resident Business License

### Residential Rentals

#### Residential Rentals

### Commercial Rentals

#### Commercial Rentals

### 7-Day License (non-residents only)

#### Non-Resident Temporary Business License

### Taxicab Company Permit—Initial Fee

### Taxicab Driver Permit—Initial Fee

### Taxicab Driver Permit—Renewal Fee

### Taxicab Driver Permit—Replacement Fee

### Late Renewal Fee

#### Late Renewal Fee

### Transfer of License / Change of Business Ownership / Location Change

#### Appeals Processing Fee

#### OLCC New Application

#### OLCC Application Change Fee

#### OLCC Application Renewal Fee

#### Sidewalk Vendor Application Fee

#### Sidewalk Vendor Permit Fee

#### Sidewalk Vendor Appeal Fee

### BUSINESS LICENSE FEES - CURRENT

<del>\$ 65.00</del>	Cap of \$1,000
<del>\$ 5.00</del>	If business location is inside City limits
\$ 65.00	
\$ 85.00	
\$ 105.00	
\$ 125.00	
\$ 145.00	
<del>\$ 120.00</del>	
\$ 150.00	
<del>\$ 15.00</del>	Per unit
\$ 20.00	Per Unit
<del>\$ 45.00</del>	Per unit
\$ 50.00	Per Unit
<del>\$ 40.00</del>	
\$ 75.00	6 Month Business License
<del>\$ 65.00</del>	
<del>\$ 65.00</del>	
<del>\$ 65.00</del>	
<del>\$ 10.00</del>	Per event
<del>\$ 40.00</del>	Per month (Cap of \$120)
\$ 50.00	After 60 Days Late Renewal
<del>\$ 25.00</del>	
\$ 150.00	
\$ 100.00	
\$ 75.00	
\$ 35.00	
\$ 65.00	
\$ 65.00	
\$ 150.00	



St. Helens Universal Fee Schedule

Marijuana Business Licenses:		<u>According to OAR 845-025-2040</u>	
Producers:		<u>Indoor / Outdoor Production Size Limitations</u>	
Micro Tier I	\$ 250.00	Up to 625 sf / Up to 2,500 sf	
Micro Tier II	\$ 500.00	626 to 1,250 sf / 2,501 to 5,000 sf	
Tier 1	\$ 1,000.00	1,251 to 5,000 sf / 5,001 to 20,000 sf	
Tier II	\$ 1,500.00	5,001 to 10,000 sf / 20,001 to 40,000 sf	
Medical Canopy	\$ 65.00		
Processors	\$ 1,000.00		
Wholesalers	\$ 1,000.00		
Retailers	\$ 1,000.00		



St. Helens Universal Fee Schedule

SOCIAL GAMES FEES		
Non-refundable Application Fee	\$ 50.00	per 12 month lease
License Fee for 1-10 Tables	\$ 50.00	per 12 month lease
License Fee for each additional table over 10	\$ 10.00	per table per 12 month lease



## St. Helens Universal Fee Schedule

### ENGINEERING FEES

Design Review Fee	1% Based on Engineer's Estimate
Permit for Construction of Public Improvements & Project Inspection	2% Based on Revised Engineer's Estimate
Right-Of-Way Permit	\$ 50.00
Pavement Disturbance Fee	\$ 50.00 Fee waived for projects < \$1,000 or if part of Construction Permit
Erosion Control Permit & Inspection	> Included with Construction Permit
Other Special Services	\$ 30.00 Per hour labor, if in excess of 15 minutes





## St. Helens Universal Fee Schedule

### UTILITY BILLING FEES

Water Service Shut off/on: Mon-Fri 830 AM - 430 PM	\$ -	No Charge
Water Service Shut off/on: During off business hours	\$ 150.00	Per request
Failed Payment Arrangement	\$ 50.00	
Late Fee	\$ 25.00	Fee waived if bill is < \$25
Reconnection Fee (if Shutoff due to non-payment)	\$ 75.00	Fee applied on Shut-off Day
Temporary Service for New Construction	\$ 25.00	
<b>Tampering with Meter Fees</b>		
Tampering: Turning water on/off without City Personnel	\$ 50.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Turning water on while on the current shut-off list	\$ 100.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Breaking installed Lock to turn on meter	\$ 200.00	Up to and possibly including cost of meter replacement & Labor & Ticket from Police
Utility Billing Insert - B&W, 1-Sided, 8.5x11	\$ 500.00	Available to Non-Profits Only
Utility Billing Insert - B&W, 2-Sided, 8.5x11	\$ 650.00	Available to Non-Profits Only
Utility Billing Insert - Color, 1-Sided, 8.5x11	\$ 1,100.00	Available to Non-Profits Only
Utility Billing Insert - Color, 2-Sided, 8.5x11	\$ 1,550.00	Available to Non-Profits Only



## St. Helens Universal Fee Schedule

### PUBLIC WORKS - WWTP

Pretreatment Program Administrative Fee (Choose Option)		
Annual	\$ 1,500.00	New Fee
Monthly	\$ 125.00	New Fee
Annual DEQ Fees Assessed to the City	\$ -	Actual cost of DEQ
New Industrial Discharge Permit Issuance	\$ 500.00	New Fee
Renewal Industrial Discharge Permit Issuance	\$ 300.00	New Fee
Demand Inspection Fee	\$ 100.00	New Fee
Demand Sampling and Monitoring Fee	\$ -	Actual cost of service
Enforcement Activities	\$ -	Actual cost of service



## St. Helens Universal Fee Schedule

### PARKS AND RECREATION FEES

<b>Park Areas for Reservation</b>		
McCormick Park		
Area 1 - Veterans Pavillion	\$ 25.00	Per Session
Areas 2-4	\$ 15.00	Per Session
Campbell Park		
Areas 1-2	\$ 15.00	Per Session
Columbia View Park		
Area 1 - Gazebo Amphitheater	\$ 25.00	Per Session
<b>Field Areas for Reservation</b>		
McCormick Park		
Softball Fields 1-2	\$ 10.00	
Tball Fields 1-2	\$ 5.00	Per Session
Soccer Field (Combines both Tball Fields)	\$ 10.00	Per Session
6th Street Park		
Baseball Fields 1-2	\$ 5.00	Per Session
Campbell Park		
Softball Fields 1-2	\$ 10.00	Per Session
Recreation Center		
Softball Fields 1-3	\$ 5.00	Per Session
<b>Recreation Center</b>		
Recreation Center Rental	\$ 30.00	Per Hour
Security Deposit (refundable)	\$ 50.00	Refundable security deposit
Rental Addition - Project/Screen	\$ 10.00	Flat one-time fee
Rental Addition - Microphone/Sound	\$ 10.00	Flat one-time fee
<b>Late Fees</b>		
General Park Use (7 business days)	\$ 10.00	
Public Assembly (45 business days)	\$ 25.00	
Parade & Walks (45 business days)	\$ 50.00	
Tournament Fee	\$ 10.00	Per Team
Use of Field Lights	\$ 25.00	

City of St. Helens  
**RESOLUTION NO. 1904**

Item #4.

A RESOLUTION TO SET 2021 CITY PUBLIC MEETINGS AND HOLIDAY  
CLOSURES SCHEDULE FOR CITY OF ST. HELENS COUNCIL,  
BOARDS AND COMMISSIONS

**WHEREAS**, the City Council holds meetings generally on the first and third Wednesdays of each month, with the work session beginning at 1:00 p.m. and the regular session beginning at 7:00 p.m. in the City Council Chambers. Council public forums or public hearings, if any, are usually scheduled between 6-7:00 p.m. on those Wednesdays; and

**WHEREAS**, the Arts & Cultural Commission is currently on hiatus and if/when meetings resume, notice will be sent out; and

**WHEREAS**, the Budget Committee meets when convened in the City Council Chambers; and

**WHEREAS**, the Library Board meets generally on the second Monday of each month at 7:15 p.m. in the Columbia Center Auditorium; and

**WHEREAS**, the Parks & Trails Commission meets generally on the second Monday of every month at 4:00 p.m. in the City Council Chambers; and

**WHEREAS**, the Planning Commission meets generally on the second Tuesday of each month at 7:00 p.m. in the City Council Chambers; and

**WHEREAS**, from time to time the Council appoints special committees to work on special projects for the City. Due notice will be given to the public and media of such meetings; and

**WHEREAS**, if a regularly scheduled meeting falls on or near a holiday, the respective meeting may have been moved to an alternate date; and

**WHEREAS**, if the Governor issues a state of emergency and prevents the meeting of groups in the respective locations as stated above, the meeting will be held via electronic format, most likely Zoom. Due notice will be given as to the details to attend the meetings.

**NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES** as follows and adopts the 2021 City Public Meetings and Holiday Closures Schedule, for January through December, attached and listed as Exhibit A to this Resolution.

**Approved and adopted** by the City Council on December 2, 2020, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

**January 1, 2021**

Friday

All Day

New Years Day -- CLOSED

**January 6, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**January 11, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**January 12, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**January 18, 2021**

Monday

All Day

Martin Luther King Jr. Day -- CLOSED

**January 20, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**February 3, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**February 8, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

**February 8, 2021 Continued**

Monday

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**February 9, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**February 15, 2021**

Monday

All Day

Presidents' Day -- CLOSED

**February 17, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**March 3, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**March 8, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**March 9, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**March 17, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**April 7, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**April 12, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**April 13, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**April 21, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**May 5, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**May 10, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**May 11, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**May 19, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**May 31, 2021**

Monday

All Day

Memorial Day -- CLOSED

**June 2, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**June 8, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**June 14, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**June 16, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**July 4, 2021**

Sunday

All Day

Independence Day -- CLOSED

**July 7, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers



**July 7, 2021 Continued**

Wednesday

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**July 12, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**July 13, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**July 21, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**August 4, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**August 9, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**August 10, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**August 18, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

**August 18, 2021 Continued**

Wednesday

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**September 1, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**September 6, 2021**

Monday

All Day

Labor Day -- CLOSED

**September 13, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**September 14, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**September 15, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**October 6, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**October 11, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

**October 11, 2021 Continued**

Monday

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**October 12, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**October 20, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**November 3, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**November 8, 2021**

Monday

4:00 PM - 6:00 PM

CANCELLED - Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**November 9, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**November 11, 2021**

Thursday

All Day

Veterans' Day -- CLOSED

**November 17, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**November 25, 2021**

Thursday

All Day

Thanksgiving Day -- CLOSED

**November 26, 2021**

Friday

All Day

Day After Thanksgiving -- CLOSED

**December 1, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**December 13, 2021**

Monday

4:00 PM - 6:00 PM

Parks &amp; Trails Commission Meeting -- Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

**December 14, 2021**

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

**December 15, 2021**

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

**December 24, 2021**

Friday

All Day

Christmas Eve -- CLOSED

**December 25, 2021**

Saturday

All Day

Christmas Day -- CLOSED

City of St. Helens  
**RESOLUTION NO. 1905**

**A RESOLUTION TO ADOPT A COVID-19  
INFECTION NOTIFICATION PROCESS**

**WHEREAS**, Subsection 3(j) of the recently adopted Oregon OSHA Temporary COVID-19 rule includes a provision requiring almost all employers to develop a COVID-19 infection notification process; and

**WHEREAS**, the process must provide for the notification of exposed employees – those who were within six (6) feet of a confirmed COVID-19 individual for a cumulative total of 15 minutes or more – and of affected employees – those who work in the same facility or in the same well-defined portion of the facility (such as on the same floor or in the same building within larger complex).

**NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES AS FOLLOWS:**

**Section 1.** All employees and managers are expected to notify their supervisor, the City Administrator, and the City Recorder in the event that they test positive for COVID-19 or they become aware that another individual who has been present in the worksite (employee, customer, contractor, guest, etc.) has been confirmed as having COVID-19. When such a notification occurs or the City becomes aware that a person with confirmed COVID-19 has been in the workplace by any other means, the following measures will be taken:

- A. Based on a reasonable assessment of the activity of the individual with confirmed COVID-19, the City will seek to identify each employee who was likely to have been within six (6) feet of the infected individual for a cumulative total of 15 minutes or more. Those employees will be notified individually of the exposure (by telephone, text message, or e-mail) and will be advised that they should seek guidance from their individual physician or from local public health officials about testing options. The individual who was the source of the exposure will not be identified.
- B. In addition, the following notification will be sent to everyone working in the facility where the exposure occurred, even if they did not appear to have close contact with the individual in question:

*We have been notified that an individual who has been present at [location] has been diagnosed with COVID-19. We are notifying those individuals who appear to have had close contact with the individual, but we want to alert everyone to the possibility of exposure.*

*If you experience symptoms of COVID-19 illness, please inform your supervisor, and contact your health care provider. The City of St. Helens, as always, will protect all employee medical information and will disclose it only to the degree such disclosure is strictly necessary.*

*For more information on COVID-19, including symptoms of which you may want to be aware, please visit the Oregon Health Authority COVID-19 website or the US Centers for Disease Control & Prevention COVID-19 website.*

*If you have any questions or concerns, please contact the City Administrator.*

**Approved and adopted** by the City Council on December 2, 2020, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

**City of St. Helens**  
**RESOLUTION NO. 1906**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENS,  
OREGON, AUTHORIZING EXTENDED ENTERPRISE ZONE BENEFITS FOR A  
FOURTH AND FIFTH YEAR TO CASCADES TISSUE GROUP-OREGON  
CONVERTING, A DIVISION OF CASCADES HOLDING U.S. INC (CASCADES),  
LOCATED IN THE SOUTH COLUMBIA COUNTY ENTERPRISE ZONE

**WHEREAS,** the South Columbia County Enterprise Zone has six (6) sub-area co-sponsors, the City of Scappoose, the City of St. Helens, the City of Columbia City, the City of Vernonia, the Port of St. Helens, and Columbia County offering economic incentives through property tax relief to businesses and industries providing capital investments resulting in job growth; and

**WHEREAS,** Cascades is located at 52960 West Lane Road, Scappoose, Oregon 97056 and has made an application to extend the three-year property tax abatement by two years for a total of five years; and

**WHEREAS,** the Cascades proposes to invest \$14,050,00.00 in enterprise zone qualified property at their manufacturing operations located in Scappoose, Oregon and St. Helens, Oregon resulting in the creation of a minimum of twenty-one (21) new jobs within the South Columbia County Enterprise Zone; and

**WHEREAS,** Cascades is required to pay employee wages and benefits at a rate of not less than 150% of the Average Annual Covered Payroll which is \$41,860, and that Average Annual Compensation Standard of 150% is \$62,790; and

**WHEREAS,** the co-sponsors and the zone manager of the South Columbia County Enterprise have reviewed the application and agree that the proposed investment is consistent with the Enterprise Zone Purpose; and

**NOW, THEREFORE, BE IT RESOLVED,** that the St. Helens City Council authorizes the two-year extension request for a total of five years exemption subject to the terms and conditions set forth in an Extended Enterprise Zone Exemption Agreement that will confirm the Firm's commitment to all state and Zone requirements and conditions.

**RESOLVED**, the South Columbia County Enterprise Zone, upon concurrence of all the other sub-zone sponsors, is authorized to execute an Extended Enterprise Zone Exemption Agreement with Cascades.

**Approved and adopted** by the City Council on December 2, 2020, by the following vote:

Ayes:

Nays:

---

Rick Scholl, Mayor

ATTEST:

---

Kathy Payne, City Recorder



Complete form and submit to the local enterprise zone manager **before** breaking ground or beginning work at the site.

**Applicant**

Enterprise zone or rural renewable energy development zone (where business firm <b>and</b> property will be located)		Email	
South Columbia County Enterprise Zone		stacy_eaker@cascades.com	
Name of business firm		Phone	
Cascades Holding US Inc.		( 716 ) 285-3681 ext. 72255	
Mailing address	City	State	ZIP code
4001 Packard Road	Niagara Falls	NY	14303
Location of property (street address if different from above)	City	State	ZIP code
52960 West Lane Road	Scappoose	OR	97056
County, TRS map ID number, and Tax lot number of site	Contact person	Title	
Account # / Map ID	Stacy Eaker	Director of US Taxation	

My firm expects to first claim standard property tax exemption in (up to three consecutive) year(s): 2020

- ☒ Check here if your firm has or has had another exemption in this enterprise zone.
- ☒ Check here that your firm commits to renew this authorization application. Renew this application on or before April 1 every two calendar years, until the tax exemption on qualified property is claimed.
- ☒ Check here if requesting an **extended abatement** of one or two additional years of exemption. Extended abatement is subject to written agreement with local zone sponsor before this application is approved and to additional state or local requirements.

**Zone manager use only (after written agreement but before authorizing firm):**

County average annual wage: \$ \_\_\_\_\_ Year \_\_\_\_\_ Total exemption period: 4 ☐ or 5 ☐ Consecutive years (check one)

**Business eligibility**

**Eligible activity**—Check all activities that apply to proposed investment within the enterprise zone:

- ☒ Manufacturing ☐ Fabrication ☐ Bulk printing ☐ Shipping ☐ Agricultural production ☐ Energy generation
- ☐ Assembly ☐ Processing ☐ Software publishing ☐ Storage ☐ Back-office systems
- ☐ Other—describe the activities that provide goods, products, or services to other businesses (or to other operations of your firm):

☐ Check here if your business firm does or will engage in **ineligible activities** within the enterprise zone (such as retail sales, health care, professional services, or construction). Describe below (or in an attachment) these activities and their physical separation from “eligible activities”:

**Special cases**—Check all that apply:

- ☐ Check here if a **hotel, motel, or destination resort** in an applicable enterprise zone.
- ☐ Check here if a **retail/financial call center**. Indicate expected percent of customers in local calling area: \_\_\_\_\_ %.
- ☐ Check here if a **“headquarters” facility**. (Zone sponsor must find that operations are statewide–regional in scope and locally significant)
- ☐ Check here if an **electronic commerce investment** in an e-commerce enterprise zone.

**Employment in the enterprise zone** (see worksheets on last page)

**Don't** count FTEs, temporary, seasonal, construction, part-time jobs (32 hours or less per week), or employees working at ineligible operations.

**Existing Employment**—My business firm's average number of full-time employees **inside the zone** over the past 12 months is 191

**New Employees**— • Hiring is expected to begin on (date or month and year): January 1, 2021

• Hiring is expected to be completed by (month and year): January 1, 2023

• Estimated total number of new employees to be hired with this investment is: 21

**Commitments**—By checking all boxes below, you agree to the following commitments as required by law for authorization:

- ☒ By April 1 of the first year of exemption on the proposed investment in qualified property, I will have increased existing employment within the zone by one new employee or by 10%, whichever is greater.
- ☒ My firm will maintain at least the above minimum level as an annual average employment during the exemption period.
- ☒ When the exemption claim is filed by April 1 following each calendar year of exemption, total employment in the zone will also not have shrunk by more than 85% at one time or by more than 50% twice in a row, compared to the highest such figure with any previous claim.
- ☒ My firm will comply with local additional requirements as contained in: (1) a written agreement for an extended abatement, (2) zone sponsor resolution(s) waiving required employment increase inside zone, or (3) an **urban** enterprise zone's adopted policy, if applicable.
- ☒ My firm will verify compliance with these commitments, as requested by the local zone sponsor, the county assessor or their representative, or as directed by state forms or administrative rules.
- ☒ My firm will enter into a **first-source hiring agreement** before hiring new eligible employees. (This **mandatory** agreement entails an obligation to consider referrals from local job training providers for eligible job openings within the zone during at least the exemption period.)



## Oregon employment outside the enterprise zone

## Check only those that apply:

☐ Check here if yours or any commonly controlled firm will curtail operations in the state **beyond 30 miles of the zone boundary and move them into the zone**. Indicate timing, location, number of any job losses, and relationship to the proposed enterprise zone investment:

☐ Check here if you are transferring operations into the zone from site(s) in the state **within 30 miles of zone boundary**:

My firm's average employment at the site(s) outside the enterprise zone boundary over the past 12 months is \_\_\_\_\_ jobs.

☒ Check here, if applicable, that your firm commits to increase the combined employment at the site(s) (outside but within 30 miles of zone boundary) and in the zone to 110% of the existing combined level by April 1 and on average during the first year of exemption.

## Proposed investment in qualified property

Anticipated timing—Enter dates or months/years (non-binding)

Action	Site and building and structures			Machinery and equipment		
	Preparation	Construction*	Placed in service**	Procurement***	Installation	Placed in service**
To commence or begin on				07/2020	11/2020	12/2020
To be completed on				07/2020	12/2020	

\* Including new reconstruction, additions to, or modifications of existing building(s) or structure(s).

\*\* This is in the calendar year directly before the very first year of exemption, so on page 1, please indicate the year following as the very first year expected for claiming this exemption.

\*\*\*May precede application by up to three months (includes personal property).

## Special issues:

☐ Check here for building/structure acquired/leased for which construction, reconstruction, additions, or modifications began prior to this application (attach executed lease or closing documents, and don't take up occupancy until this application is approved).

☒ Check here if anticipating using **Construction in process** tax exemption for qualified property that is still being constructed/installed and isn't yet placed in service and is located on site as of January 1. If so, file *Application for Construction-in-Process Enterprise Zone Exemption*, 150-310-021, by April 1 with the county assessor's office.

**Qualifying property:** Estimates of cost and details about property are not binding, but in order for property to be exempted, its basic type and any major building/structure needs to be at least represented below.

Type of property		Number of each/item	Estimated value	Check if any item will be leased
Real property	Building or structure to be newly constructed		\$	<input type="checkbox"/>
	New addition to or modification of an existing building or structure	1	\$ 100,000.00	<input type="checkbox"/>
	Heavy or affixed machinery and equipment	2	\$ 13,950,000.00	<input type="checkbox"/>
Personal property item(s) costing:	\$50,000 or more		\$	<input type="checkbox"/>
	\$1,000 or more (E-commerce zone or used exclusively for production of tangible goods)		\$	<input type="checkbox"/>
Total estimated value of investment			\$ 14,050,000.00	

In addition, describe below (or in an attachment) the overall nature and potential extent of your investment, including preliminary building plans and lists of property items, as appropriate and recommended by zone manager or county assessor (may be kept confidential).

Phase 1 of this investment is the addition of a new Andromeda towel line. It is anticipated that Phase 1 will involve the creation of 16 jobs. Phase 2 of this investment is the relocation and installation of existing equipment from Pennsylvania to the Scappoose facility. It is anticipated that Phase 2 will involve the creation of 5 jobs.

## Declaration

I declare under penalties of false swearing [ORS 305.990(4)] that I have examined this document and attachments, and to the best of my knowledge, they are true, correct, and complete. If any information changes, I will notify the zone manager and the county assessor and submit appropriate written amendments. I understand that my business firm will receive the tax exemption for property in the enterprise zone, only if my firm satisfies statutory requirements (ORS Chapter 285C) and complies with all local, Oregon, and federal laws that are applicable to my business.

**Must be signed by an owner, company executive, or authorized representative of the business firm**

Signature X Stacy Eaker  
Title (if not an owner or executive, attach letter attesting to appropriate contractual authority)

Date 11/12/2020

President

Local enterprise zone manager and county assessor must approve this application (with *Enterprise Zone Authorization Approval*, Form 150-303-082)

**2020  
City of St. Helens  
Exclusive Towing Agreement**

**City of St. Helens Oregon  
265 Strand Street  
St. Helens, OR 97051**

**Drake's Towing & Recovery  
1965 Old Portland Road  
St. Helens, OR 97051**

**TRADE SERVICES CONTRACT AND STANDARD CONTRACT PROVISIONS**

This contract is made and entered into this 3rd day of December 2020, by and between the CITY OF ST. HELENS, an Oregon municipal corporation, hereinafter called "CITY", and DRAKE'S TOWING & RECOVERY, an Oregon limited liability company, hereinafter called "CONTRACTOR".

**SECTION 1. CONTRACTOR AGREES:**

**1.1 Term.**

Beginning December 3, 2020 and continuing thereafter until December 31, 2023, CONTRACTOR shall perform the services required by this contract. CITY may extend the contract for additional periods of time if it is in CITY's best interest to do so.

## 1.2 **Activities.**

The services to be provided under this contract shall be those outlined in the Description of Services, attached hereto as Exhibit A and by this reference incorporated herein.

## 1.3 **Fees.**

For the services provided pursuant to this contract, CONTRACTOR shall charge those fees set forth in Exhibit B and by this reference incorporated herein and as further explained in the Description of Services attached hereto as Exhibit A.

## 1.4 **Expenditures.**

Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's City Administrator. CONTRACTOR shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract.

## 1.5 **Insurance Requirements.**

At all times during the term of this contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of endorsements naming the City as an additional insured, satisfactory to the City, shall be delivered to the City prior to commencement of any work or services provided under this contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this contract, City shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the City, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract.

### 1.5.1 **Commercial General Liability.**

Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$1 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this contract, failure to do so shall be cause for immediate termination of this Contract by City. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**1.5.2 Automobile Liability Insurance.**

At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$1,000,000 for bodily injury or property damage.

**1.6 Books and Records.**

CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

**1.6.1 Personnel Records - Driver's History.**

Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background search including a driver history and criminal background check on contractor's officers, agents, and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall promptly notify City when a new employee provides service under this contract, and provide City with a copy of the new employee's driver's license.

**1.7 Availability- Meetings and Inspections.**

CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice. CONTRACTOR agrees to allow CITY to inspect CONTRACTOR's facility and equipment at any time during the term of this contract.

**1.8 Assignment.**

The responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

**1.9 Compliance with law and Standard Contract Provisions.**

CONTRACTOR shall comply with all federal, state and local laws, including St. Helens Municipal Code Regulations relating to business registration. Contractor further agrees to conduct all its affairs in conformance with all federal and state anti-trust and trade regulations and laws, including but not limited to: ORS 646.010 (Anti-Pricing Discrimination), 646.605 et seq (Unlawful Trade Practices), 646.705 et seq (Anti-trust Law) and Title 15 of the United States Code.

**1.10 Health Hazard Notification.**

Contractors who are hired to perform work for the City involving the need to control hazardous materials or enter confined spaces will be informed of our programs and the associated hazards that City staff is aware of. The notification is not designed to take over the contractor's safety responsibilities to his or her employees but to provide appropriate notification under the Oregon OSHA rules.

**SECTION 2. CITY AGREES:**

## 2.1 Fee.

In consideration for the above-described services, CITY agrees to pay CONTRACTOR the fee outlined in Section 1.3 of this contract and as set forth in Exhibit B. 2.2 Terms of Payment. CONTRACTOR shall submit an invoice to the City by the tenth of each month, and City shall make full payment on such invoice within thirty days of its receipt.

## SECTION 3. BOTH PARTIES AGREE:

### 3.1 Budget and Work Plan Approval.

All approved invoices and work programs shall be in writing.

### 3.2 Independent Contractor.

CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein; however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Administrator.

### 3.3 Indemnification.

Contractor agrees to indemnify and defend the CITY, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the CITY and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. CITY shall indemnify CONTRACTOR for any claims for illegal vehicle seizure that are not due, in whole or in part, to Company's own fault or negligence. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

### 3.4 Attorney Fees.

If any administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

### 3.5 Ownership and Use of Documents.

In whatever form they may be produced or stored, any documents prepared in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work, or upon termination of this contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

### 3.6 Termination.

Notwithstanding any other provision of this contract to the contrary, CITY may terminate this contract at any time by giving written notice to CONTRACTOR at least ten days in

advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination. In addition, the CITY may terminate this contract with cause without prior notice to the CONTRACTOR. If terminated for cause, CONTRACTOR may appeal the termination to the CITY's City Administrator.

### 3.7 Notices.

Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

**CITY OF ST. HELENS**  
City Administrator  
265 Strand Street  
St. Helens, OR 97051

**DRAKE'S TOWING & RECOVERY**  
Ryan Drake *Physical*  
1965 Old Portland Road  
St. Helens, OR 97051

*Mailing ↓*  
**DRAKE'S TOWING & RECOVERY**  
2135 Gable Rd • St. Helens, OR 97051  
(503) 438-6099

### 3.8 Applicable Laws.

The laws of the State of Oregon shall be used in construing this contract and enforcing the rights and remedies of the parties.

### 3.9 Compliance with State and Federal Laws/Rules.

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279A and 279B, the provisions of which are hereby made a part of this agreement.

### 3.10 Merger.

There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing and executed by both parties.

**CITY OF ST. HELENS**

**DRAKE'S TOWING & RECOVERY**

\_\_\_\_\_  
Rick Scholl

\_\_\_\_\_  
*[Signature]*  
Ryan Drake

Mayor

Business Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
11/12/2020  
Date

### EXHIBIT "A"

### DESCRIPTION OF TRADE SERVICES

### 1. DEFINITIONS:

**TYPES OF TOWS**

- City Tow:** The towing of any City-owned vehicle.
- Penalty Tow:** The towing of a vehicle due to violation of law or a court order. This includes, but is not limited to, tows for no insurance, driving while suspended or revoked, driving under the influence of intoxicants and parking violations.
- Police Tow:** The towing or storage at the request by the St. Helens Police Department to secure any vehicle involved in a police investigation. This includes recovered stolen vehicles, vehicles impounded for evidence and vehicles impounded for forfeiture proceedings.
- Non-Preference Tow:** Towing on behalf of any vehicle owner, or person entitled to possession thereof, which is requesting towing services without preference for a particular towing company and at the expense of the owner or person entitled to possession of the vehicle.

**CLASS OF TOWS**

- Class A Tows:** The towing of vehicles having Gross Vehicle Weight Rating ("GVWR") of under 10,000 pounds (Class A Tow is required)
- Class B Tows:** The towing of vehicles having Gross Vehicle Weight Rating ("GVWR") of 10,000 pounds - 26,000 pounds (Class B Tow is required)
- Class C Tows:** The towing of vehicles having Gross Vehicle Weight Rating ("GVWR") of over 26,000 pounds (Class C Tow is required)
- Class D** all weights shall comply with ORS 818.010

**VEHICLE** Includes, but is not limited to cars, trucks, vans, motorcycles, recreational vehicles, motor homes or other types of mechanized equipment and related accessories.

**2. SERVICES:**

The Contractor(s) shall tow, upon City request, any Penalty Tow, Police Tow, City Vehicle Tow or Non Preference Tow.

- 2.1** The Contractor(s) agrees to furnish towing, storage, and other related services as set out below when requested to do so by the City, or when requested to do so by the City on behalf of the vehicle owner or person in possession (sometimes called "Customer") of the vehicle and the City agrees to call or cause the Contractor to be called for such towing services subject to the following scope of services.

- 2.2** The Contractor(s) must have obtained a Letter of Appointment issued by the Oregon



State Police for placement on their Non-Preference Towing list. If at any time the Letter of Appointment issued by the Oregon State Police expires, is suspended, revoked, or made invalid for any other reason, the Contractor shall immediately notify the Contract Administrator. This situation may result in contract termination.

- 2.3 Contractor(s) shall perform all tows in a safe and courteous manner and shall not negligently cause damage to the persons or property of others in performance of the contract.
- 2.4 Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background search including a driver history and criminal background check on contractor's officers, agents, and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall promptly notify City when a new employee provides services under this contract and provide City with a copy of the new employee's driver's license.
- 2.5 The City reserves the right to call other towing companies other than Contractor if City, in its sole discretion, determines additional service is needed for any occasion that cannot be served timely by the Contractor. The City reserves the right to inspect Contractor's facility and equipment, and conduct background investigations to include a driver history and a criminal background check on the Contractor's officers, agents and employees at any time during the term of the contract.
- 2.6 Contractor(s) shall not interfere with other Contractors performing towing services.
- 2.7 Contractor(s) may not solicit tows at the scene of an accident. However, anyone may render assistance without charge at the scene of an accident to clear a public street or highway.
- 2.8 Contractor(s) shall provide service 24 hours a day, seven days a week.
- 2.9 Contractor(s) shall not subcontract its work under this Contract, in whole or in part. The only exception is under Class "C" when the Contractor may request assistance but must remain the primary recovery vehicle.
- 2.10 When the Contractor is called to perform services under this contract, the Contractor will indicate whether Contractor is available to perform the tow. Contractor shall be deemed available when:
- 2.10.1 Contractor has a truck and driver free to be immediately sent to the location of the requested tow.
- 2.10.2 Contractor has adequate storage space to accommodate the vehicle.
- 2.11 The Contractor agrees to process and record the status, condition, and disposition of all vehicles towed under the contract and upon demand of the City, shall release said records to the City. Records shall be retained in Contractor's business office for a period of two years.
- 2.12 The Contractor agrees that towing service includes the removal of all dirt, glass, and other debris upon the street attributable to the vehicle being towed or resulting from the

tow. That will include all vehicle parts associated with that vehicle.

- 2.13** The contract does not require the Contractor to clean up any hazardous spills or materials. The City will take reasonable steps to notify the Contractor when it knows that there has been a release of hazardous substances at a tow site.

- 2.14** Contractor must be licensed as necessary in the State of Oregon to perform this contract.

### **3. FACILITIES AND STORAGE:**

- 3.1** Contractor shall maintain a fenced storage, secure, alarmed, and monitored indoor storage area, and office facility located within 5 miles of the City limits. The Contractor shall have a fenced storage area, secure and monitored indoor storage, tow trucks and drivers, manager, full time office employee(s), and office facility, none of which are used by any other towing Contractor or towing company. The Contractor must be on a separate tax lot, have a separate street address, and have separate physical buildings from any other towing contractor or towing company.
- 3.2** Contractor shall maintain a business office open to the public for the release of towed and stored vehicles between 8:00 a.m. and 5:00 p.m., Monday through Friday (City holidays excepted).
- 3.3** Contractor shall maintain a telephone number answered at all times during normal business hours and an answering service for afterhours calls.
- 3.4** Contractor shall maintain a facsimile machine capable of receiving at all times.
- 3.5** Contractor shall maintain a clean indoor customer waiting area with seating for at least one person.
- 3.6** Contractor's facilities shall be in conformance with all applicable land use requirements.
- 3.7** The contractor's primary indoor and outdoor storage facility and business office shall be located within 5 miles of the St. Helens city limits. The Contractor may utilize a storage area outside of the city limits in cases of storage area limitations so long as the vehicle is readily accessible to the customer without additional charges. The Contractor shall exercise reasonable care to protect stored vehicles, and the contents thereof from vandalism, theft, or burglary. The Contractor may remove property from a vehicle to a place of safekeeping to protect such property from theft or loss and the Contractor may remove a mechanical part, such as a battery or distributor rotor, from the vehicle if they deem it necessary to prevent the unauthorized removal of the vehicle. In all cases, the Contractor shall make an inventory of the property or parts removed and a copy of such inventory shall be furnished to any persons seeking to redeem the vehicle or property. Removed property shall be returned to the owner/Customer immediately upon request. Any parts removed must be returned and reinstalled at the Contractor's expense at the time the vehicle is redeemed.
- 3.8** For purposes of this Contract, reasonable care means, at a minimum:

- 3.8.1** Having a fence at least six feet tall with barbed wire along the top edge, free

of holes or weak spots which could allow unauthorized entry.

- 3.8.2 Equipping all gates, doors, and other openings into storage facilities with locks and securing facilities against unauthorized entry during times when the Contractor's personnel are not present at the facility.
- 3.8.3 When vehicle door keys are available, locking car doors and keeping keys in an areas protected from unauthorized entry; closing open car windows and sunroofs; using tarps to protect vehicles with broken windows or un-closeable sunroofs. No additional fees shall be charged for these services.
- 3.8.4 Contractor shall have secure, alarmed, and monitored indoor storage for at least two vehicles with the following requirements:
  - 3.8.4.1 Floored with pavement, concrete, or sealed decking;
  - 3.8.4.2 Fully secured from weather and unauthorized entry;
  - 3.8.4.3 Clearly marked as prohibiting unauthorized entry;
  - 3.8.4.3 Free of dirt, dust, oil spills, animal waste, and loose items such as but not limited to auto parts; and
  - 3.8.4.4 Protected from contamination by foreign substances.
- 3.9 The outdoor primary storage facilities should be at least 5,000 sq. ft. and shall be capable of accommodating vehicles to be stored as follows:
  - 3.9.1 All storage areas shall be reasonably protected to safeguard vehicles and contents.
  - 3.9.2 All streets and places adjacent to such facilities shall at all times be kept clear of vehicles that are in the custody of the Contractor.
  - 3.9.3 No change of location of the designated storage facilities or use of additional facilities shall be made without written notice to and approval of the City.
- 3.10 If Contractor's primary storage facilities are filled to capacity, Contractor may remove vehicles held longer than 48 hours, excluding holidays and weekends, to the designated storage facilities of another towing company or secondary storage lot with equivalent storage facilities. Such a re-tow shall not be subject to charge, and notification of the new storage location shall be given within one hour from the time such re-tow is made to any party provided information as to the initial storage location.
- 3.11 Contractor must have an identification sign in plain view at its business office including the company name, regular business hours, a telephone number for afterhours information and, if applicable, that there will be a service charge for releases after regular business hours.

#### 4. RELEASE OF VEHICLES AND CONTENTS - ALL CLASSES

- 4.1 Once hookup is complete, Contractor may refuse to release any vehicle, except a vehicle owned by the city, in Contractor's possession until Contractor receives payment of all charges from the owner/Customer or other claimant, in accordance with Oregon Law. Contractor shall obtain written authorization for such release from the City except in the case of non-preference tows.

#### 5. RATES - ALL CLASSES

- 5.1 Contractor will only charge the City or the Owner the rates as per the contract, as provided in Exhibit "B". Contractor will be subject to audits by both the City of St. Helens and designated outside auditors on the pricing applied. If Contractor refuses access to their billing files and or, by audit findings, consistently bill beyond the rates in Exhibit "B" the Contractor will be removed from the list of approved contractors for towing services for the City of St. Helens.
- 5.2 Class A tow is under 10,000 gross vehicle weight rating (GVWR) of the vehicle being towed; Class B tow is from 10,000 - 26,000 GVWR of the vehicle being towed; Class C tow is over 26,000 GVWR of the vehicle being towed. No additional administrative fees, hidden fees or other fees not listed per the contract may be charged.
- 5.3 The lowest price required by the vehicle size or condition will be charged. For example, if a Class B rated truck is used to tow a vehicle which could be towed by a Class A rated truck, the lower Class A price will be charged. Costs for additional services performed not required by the situation also may not be charged. For example, if dollies are used when not necessary or if indoor storage is provided when not required, then no charge may be made for the use of such equipment. Based on the information provided to the tow company at the time the tow is dispatched.
- 5.4 Recovery - A per hour rate shall be the same as the base rate for the class of vehicle towed. Recovery rates are for winching or turning over any vehicle which may be off a normal roadway, requiring the Contractor to use additional vehicles, lengths of cable, air recovery cushions, chokers, shackles, and additional chains other than required in a normal tow procedure. Recovery time ends when the tow is hooked up.
- 5.5 Storage charges are based on any part of a 24-hour calendar day:
- 5.5.1 An after Hours Release Charge may be charged any time an owner requests access to their vehicle after normal business hours.
- 5.5.2 Only billings for towing and storage which are correctly completed with the charges authorized by the contract may be charged by a contractor.
- 5.5.3 Billings will include license number, issuing state, make, model, year, body style, class of tow, and incident number. In the absence of a license plate, the vehicle identification number shall be supplied. Handwriting must be legible. Billings which fail to comply with the contract shall be returned for correction prior to any payment being made.

**Semi Tows**

<b>Hook-up Fee:</b>	\$300
<b>Loaded Mile:</b>	\$6 per mile
<b>Remove Driveline:</b>	\$50

**Semi Recovery**

<b>Winch Semi Recovery:</b>	\$300 per hour
<b>Rotator Semi Recovery:</b>	\$500 per hour

**3.0 CITY OF ST. HELENS POLICE IMPOUNDS**

Oregon state police non-preference tow list. 24 hour towing service price list. For class A, B, and D-A

<b>Towing Minimum:</b>	\$150
<b>Mileage One-Way:</b>	\$6 per loaded mile
<b>En-Route Miles:</b>	\$2.50 per mile (First 10 Miles Free)
<b>Dollies/Skates:</b>	\$100
<b>Outside Storage:</b>	\$50 per day
<b>Inside Storage:</b>	\$150 per day
<b>Dispatch Fee:</b>	\$40
<b>Labor / Standby:</b>	\$100 per hour per truck
<b>Roll Over / Upright:</b>	\$150
<b>Special Recovery:</b>	\$150 per hour + \$2 per ft.
<b>Remove Driveline:</b>	\$75
<b>Re-Tow:</b>	\$150
<b>Gate Fee (during business hours):</b>	\$50
<b>Gate Fee (after hours):</b>	\$100
<b>Hook-up Fee:</b>	\$150
<b>Flat Bed Hook Fee:</b>	\$150
<b>Winching:</b>	\$150 per hour (\$100 Minimum)

**4.0 CITY OF ST. HELENS SPECIAL RATE NOTES**

Abandoned boats, motor homes and RV's are based on a case by case basis. The fees to dispose of these types of vehicles can range from \$300 to \$1,500. Drake's Towing is willing to help dispose of these vehicles but, would require giving a bid to the City for approval before doing so.



## 6. DISPATCHING -All CLASSES

- 6.1 Contractors shall be dispatched by Columbia County Communications or via the telephone by a St. Helens Police Department representative(s). Contractors shall maintain a telephone number that will be answered 24 hours a day, 7 days a week.
- 6.2 Each towing request shall include license number, issuing state, make, model, year, body style, color and the location of said vehicle. In the absence of a license plate, the vehicle identification number will be supplied.
- 6.3 Dispatch will not verify "cancellations" or "dry runs" for Contractors. A cancellation or a dry run occurs when a Contractor is cancelled from the tow by the City prior to any actual services being rendered at the scene. Notification of "cancellations" or "dry runs" will only be accepted from the City.
- 6.4 Contractor shall have the Contractor's truck arrive at the requested location within twenty minutes of the receipt of the call at the towing dispatch service. This time limit may be extended by the City where delay is caused by factors outside the control of the Contractor.
- 6.5 Contractor(s) shall maintain a minimum of **one** operable tow truck of a Class A or larger rating. The contractor shall not share these tow trucks with any other towing company or business.
- 6.6 Contractor shall comply with all equipment and inspection requirements of Oregon Administrative Rules 257-050.

**EXHIBIT "B"****RATES****1.0 CITY OF ST. HELENS FLEET RATE TOWING. UP TO 10,000 LBS**

<b>Lockout:</b>	\$60
<b>Tire Change:</b>	\$75
<b>Jumpstart:</b>	\$50
<b>Towing Minimum:</b>	\$100
<b>Mileage Loaded:</b>	\$5 per Loaded Mile
<b>En-route Miles:</b>	\$2.50 per mile (First 10 miles free)
<b>Dollies/Stakes:</b>	\$50
<b>Outside Storage:</b>	\$50 per day
<b>Inside Storage:</b>	\$150 per day
<b>Dispatch Fee:</b>	\$5
<b>Labor/Cleanup:</b>	\$100 per hour (\$25 Minimum)
<b>Roll over/Upright:</b>	\$150
<b>Special Recovery:</b>	\$150 per hour
<b>Remove Driveline:</b>	\$50
<b>Re-tow:</b>	\$100 + \$5 per mile
<b>Gate fee (during business hours):</b>	\$50
<b>Gate fee (after hours):</b>	\$100
<b>Hook-up fee:</b>	\$100
<b>Flat Bed Hook Fee:</b>	\$100
<b>Winching:</b>	\$100 per hour (\$50 Minimum)

**2.0 CITY OF ST. HELENS FLEET RATE TOWING. OVER 10,000 LBS**





265 Strand Street, St. Helens, OR 97051  
 Phone: (503) 397-6272 Fax: (503) 397-4016  
[www.sthelensoregon.gov](http://www.sthelensoregon.gov)

Columbia County Board of Commissioners  
 c/o [jacyn.normine@columbiacountyor.gov](mailto:jacyn.normine@columbiacountyor.gov)  
 230 Strand Street Room 338  
 St. Helens, OR 97051

*Submitted electronically*

**Subject: City of St. Helens Support for the Port Westward Re-Zoning Application**

Dear Commissioners:

**We urge you to approve the Compatibility Remand component of the Port Westward re-zoning application.**

The issue of compatibility with surrounding farmland has been fully addressed by the Port of Columbia County. The singular issue for remand was compatibility with adjacent or surrounding agricultural uses. The Port has overwhelmingly demonstrated this in multiple ways:

- The Port has worked together with interested parties and signed agricultural leases on the very land in question.
- The Port has implemented plans for large agricultural buffers around future industries.
- The original agricultural opponent, an adjacent farmer, not only has dropped his opposition (as have others) but is now one of the Port's agricultural lessees.
- The Port has worked out agreeable and approved limitations on the type of industries to be located on the property.

This is all clear evidence of meeting both the letter and intent of our land use laws, as well as cooperative, community-driven action.

Further ensuring compatibility, future industrial uses of the land are limited to the processing, production, storage, and transportation of forestry and wood products, natural gas, dry bulk, liquid bulk, and break bulk commodities, which are compatible with agriculture. This strengthens the removal of adverse impacts, enhancing compatibility.

The Port of Columbia County has demonstrated vision in this long-term land use planning, and the purpose, need, and all other land use tests have been upheld repeatedly. Now, the Port has demonstrated that not only will compatibility exist, measures have been taken to make it so. In doing so, when approved, the Port Westward rezone will help meet Oregon's critical shortage of Lower Columbia marine industrial sites and will help make our county, region and state more productive in essential, appropriate, compatible uses of our land that generate investment, revenue and family-wage jobs.

Once again, based on the Port's compatibility modifications as its final component, we strongly urge your approval of the Port Westward Compatibility Remand to complete the Port Westward Re-zoning application.

We need your careful and favorable decision on this final component, to benefit our county and its citizens. On behalf of our families, neighbors, and communities, please vote to approve the Compatibility Remand to complete the Port Westward re-zoning.

Sincerely,

**John Walsh**, City Administrator  
 City of St. Helens  
[jwalsh@ci.st-helens.or.us](mailto:jwalsh@ci.st-helens.or.us)  
[www.sthelensoregon.gov](http://www.sthelensoregon.gov)

# APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

Item #9.

City Council Meeting ~ December 2, 2020

## Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application</u>	<u>Referred by Email</u>
		<u>Received</u>	<u>To Committee(s)</u>
• Joshua Hughes	Arts & Cultural Commission	7/30/19	8/4/19
• Andrea Luttrell	Arts & Cultural Commission	9/27/19	9/30/19
• Chris Warr-King	Arts Comm. & Planning Comm.	2/18/20	2/18/20
• Dana Lathrope	Arts, Parks & Trails, Planning	2/18/20	2/18/20

## Arts & Cultural Commission (3-year terms)

- Maggie Clayton resigned. Her term expires 9/30/2021.
- Patrick Nicholson resigned. His term expires 9/30/2022.
- Kimberly O'Hanlon resigned. Her term expires 9/30/2021.
- Leticia Juarez-Sisson resigned. Her term expired 9/30/2020.
- Jenna Reineking's term expired 9/30/2020.

**Status:** Currently, the Commission is on hiatus.

**Next Meeting:** TBD

**Recommendation:** None at this time.

## Budget Committee (3-year terms)

- Michelle Damis' term expires 12/31/2020 and would like to be reappointed.

**Status:** Incoming Councilor Birkle agreed to reappoint Michelle Damis.

**Next Meeting:** TBD

**Recommendation:** Reappoint Michelle Damis.

## Library Board (4-year terms)

- The Board added positions.
- Heather Anderson-Bibler resigned. Her term expires 6/30/2021.

**Status:** Currently, there are two vacancies.

**Next Meeting:** December 14, 2020

**Recommendation:** None at this time.

**City of St. Helens**  
**RESOLUTION NO. 1648**

**A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT  
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,  
SUPERSEDING RESOLUTION NO. 1521**

**WHEREAS**, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

**WHEREAS**, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

**WHEREAS**, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

**NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF ST. HELENS RESOLVES AS  
FOLLOWS:**

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

**PASSED AND ADOPTED** by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson

Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne

Kathy Payne, City Recorder

City of St. Helens  
***Library Board***  
**Minutes from Monday, October 12, 2020**  
 St. Helens Public Library via ZOOM

**Members Present**

Becky Bean  
 Lisa Beardslee  
 Patrick Birkle  
 Dan Davis  
 Melisa Gaelrun-Maggi, Chair  
 Margie Stanko

**Members Absent**

Amanda Heynemann, Past Chair

**Guests**

**Councilors in Attendance**

**Staff Present**

Margaret Jeffries, Library Director  
 Dan Dieter, Library Board Secretary



**CALL MEETING TO ORDER:** The meeting was called to order at 7:18pm by Chair Gaelrun-Maggi.

**INVITATION TO CITIZENS FOR PUBLIC COMMENT:** N/A

**PREVIOUS MEETING MINUTES:** Minutes were reviewed and approved.

**VOTE FOR VICE-CHAIR:** A motion was made and seconded to elect Member Stanko as Vice-Chair. The motion passed by unanimous vote.

**DISCUSS PARTICIPATION IN TRUNK OR TREAT:** The group discussed the event for this year and decided on a Harry Potter theme. Director Jeffries stated that the Library has folding chairs and tables as well as a canopy that can be used. Each participant in the event will receive one of the 500 tickets that will be made available. The participants will then drive by the different sponsored 'trunks' and proceed to an area where each ticket holder will receive a bag of goodies made up of items donated by each sponsor. Chair Gaelrun-Maggi will coordinate board member participation.

**REVIEW OF PROPOSED POLICIES / FORMS:** Director Jeffries wanted the board members to review a few policies and forms that are used in the course of operating the Library. The forms under review will be made available digitally through the Library's website, which is a minimum condition for public libraries in Oregon as articulated by the State Library. **Collection Development Policy:** The group discussed this policy and a few changes were suggested for clarity. The group discussed the basis for selection, including the three "c's", circulation, condition, and currency. The group also discussed the section covering material challenges, which allows direct feedback for any item in circulation at the Library. This feedback might involve a request to move an item to a different section of the Library or to remove it all together. **Statement of Concern About Library Resources Form:** The group discussed this form as it relates to a material challenge. One of the suggested changes was to call the form a "Resource Reconsideration Request". **Circulation Policy:** The group discussed how this policy describes current operating procedures, covering everything from what forms of ID are needed to sign up for a library card, to check out limits, and fines and fees. The group discussed the policy and a few changes were suggested for clarity. **Confidentiality Policy:** The group discussed this policy as a statement that reassures patrons that their personal information is protected both procedurally and physically. Director Jeffries stated that there is enough information to make corrections to the policies and forms for their presentation to the City Council. Once approved, they will be added to the Library's website to meet the minimum conditions for public libraries in Oregon.

**LIBRARY DIRECTOR'S REPORT:** Director Jeffries stated that the Library is currently working with the Recreation Department to continue to offer programs that will allow participation during foul weather. Library Assistant Dieter is working on creating barriers for the public computers so that when the time comes, they will provide proper screening. The City is scheduled to replace the public computers, one half at a time. Director Jeffries stated that she is watching other institutions as they determine how and when to open to the public. Member Birkle stated that he appreciates the caution that the Library is taking for both staff and patrons. Library Technician I Woodruff is working on creating alternate 'book rivers' that can be displayed on the Library's website for browsing new titles. The group discussed concerns over being a place to shelter during bad weather. Director Jeffries asked the group if they felt the need to keep the regular schedule of Board Meetings during the holidays, and the group felt that the schedule should stay as planned. The group discussed items to work on for future meetings, specifically, working on the alignment of the Bylaws and the Municipal Code and the Library's Mission Statement. The group also discussed including the American Library Association's *Library Bill of Rights* in the Library Board Member application packet so that potential Board Members are aware of its importance. Freedom to Read and Freedom to View statements should also be included.

**CITY COUNCILOR'S REPORT:** N/A

**BOARD MEMBER CONCERNS / COMMENTS / QUESTIONS:** N/A

**SUMMARIZE ACTION ITEMS:** Trunk or Treat event planning; Adding statements to interview process.

**NEXT MEETING:** The next regularly scheduled meeting will be Monday, November 9, 2020 at 7:15 p.m. via Zoom.

**ADJOURNMENT:** Chair Gaelrun-Maggi adjourned the meeting at 8:45 pm.

✍

Respectfully submitted by:

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Library Board Secretary, Dan Dieter

# 2019-2020 Library Board Attendance Record

*P=Present E=Excused Absence U=Unexcused Absence*

Date	Bean	Beardslee	Birkle	Davis	Gaelrun-Maggi	Heynemann	Stanko	VACANT	VACANT
07-10-2020	Meeting Cancelled								
08-10-2020	P	P	P	E	P	P	E		
09-14-2020	P	E	E	P	P	P	E		
10-12-2020	P	P	P	P	P	E	P		
11-9-2020									
12-14-2020									
01-11-2021									
02-08-2021									
03-08-2021									
04-12-2021									
05-10-2021									
06-14-2021									





## PLANNING COMMISSION

**APPROVED MINUTES Tuesday, October 13, 2020 at 7:00 PM**

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**Members Present:** Commissioner Cohen  
Commissioner Semling  
Commissioner Webster  
Commissioner Pugsley

**Members Absent:** Chair Hubbard  
Vice Chair Cary  
Commissioner Lawrence  
City Councilor Carlson

**Staff Present:** City Planner Graichen  
Associate Planner Dimsho  
Community Development Admin Assistant Sullivan

**Others:** None

### 1. 7:00 P.M. CALL TO ORDER & FLAG SALUTE

Since both the Chair & Vice Chair were absent, the Commission nominated Commissioner Cohen to act as Chair for this meeting.

### 2. CONSENT AGENDA

A. Planning Commission Minutes dated September 8, 2020

**Motion:** Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Draft Minutes Dated September 8, 2020. [AYES: Commissioner Pugsley, Commissioner Cohen, Commissioner Webster, Commissioner Semling; Nays: None]

### 3. TOPICS FROM THE FLOOR (Not on Public Hearing Agenda): Limited to five minutes per topic

There were no topics from the floor.

### 4. DISCUSSION ITEM:

B. Oregon House Bill 2001

City Planner Graichen explained that St. Helens was considered a medium city with a population between 10,000 and 25,000. This obligates the City to allow duplexes anywhere we allow single-family dwellings. He said all the amendments to the Development Code will need to be made by June 30, 2021. If the City does nothing, then the Oregon's Model Code would take over. He mentioned that staff recommended adopting something other than the model code. He also mentioned that other than looking at the Oregon House Bill 2001, the Commission could consider the St. Helens Housing Needs Analysis for our housing goals.

Graichen mentioned the residential zoning districts and all the different uses allowed currently. He then showed how that would change with Oregon House Bill 2001. The new bill requires permitting duplexes and single-family dwellings on equal terms.

Graichen talked about the Historic District and said the individually listed buildings were still subject to the historic standards for how they appear. He said where there are architectural guidelines to shape the area, this new house bill would not affect them, since single-family dwellings and duplexes are not allowed outright.

There was a small discussion on the difference between townhouses and attached single-family dwellings.

There was a small discussion on what the definition of a duplex is and how our code defines it. The Commission discussed whether the two dwelling units of a duplex should remain attached or if the Development Code should change to allow detached duplex dwelling units. The Commission agreed there should be some common wall that is attached, no breezeways.

Graichen discussed the current City standards for off-street parking. He said the State does not allow for more than two spaces for a duplex, which is two less than what the City currently requires. He said the option was to have zero to two spaces, and the Commission agreed that two spaces should be required.

He mentioned what the code currently allows for driveways and on street parking. He mentioned there could be a standard for one driveway or allow for two driveways. He did mention there was a standard for impervious surface and landscaping requirements.

The Commission had a small discussion on the limited parking for duplexes and that on-street parking was going to become an issue.

Graichen asked the Commission, since we cannot allow more than two spaces for duplexes, should we remove the Skinny Street standard that does not allow for on-street parking? He noted this is a difficult question, since many odd-shaped, infill developments required the use of Skinny Street standards to make them work. He added that the private street standards (private access easements) could also be amended to ensure they are wide enough for on-street parking if the Commission is worried about providing enough parking. The Commission agreed that the Skinny Street standard which does not allow for on-street parking on either side should be prohibited. Dimsho asked for clarity regarding the private access easement proposal. Graichen showed an example, and Commissioner Pugsley did not think they should change the private access rules. She said it allows for more affordable housing by increasing the number of lots that are possible. Commissioner Cohen agreed. The Commission decided not to propose changing private access easement rules.

There was a discussion about the issues with narrow streets, their standards, access easements and parking in the neighborhood.

The Commission agreed that the access easements should be kept.

Graichen discussed that duplexes cannot have different or exclusive standards and had to be treated the same as single-family dwellings. He talked about the setbacks and yard requirements and what the current standard is for the current zoning areas. He also talked about the lot size and dimension. He said there would need to be some updates since some zoning has different standards for duplexes or even none.

There was a small discussion about the lot size and dimensions for the different zoning areas. The Commission discussed the Apartment Residential zone and explored increasing the minimum lot size from 3,050 square feet to something larger, such as 4,000 square feet.

Graichen talked about the remaining standards with auxiliary dwelling units and caretaker residences. He also discussed design standards. He said currently there are not design standards. He mentioned that one idea for a duplex would be that at least one main dwelling entry shall face the street. The Commission agreed that this should be a requirement. They also discussed which street a corner lot entry should face. Graichen also mentioned glazing standards and there was a small discussion about the different types.

There was a discussion on when and how the Commission would need to have a draft code ready. Staff mentioned these matters will be reviewed with the City Council in November.

## **5. PLANNING DIRECTOR DECISIONS**

- a. Subdivision (Final Plat) permit at N. 15th St - La Grande Townhomes
- b. Accessory Structure permit at 515 S 12th - Greg & Sue Fogle
- c. Sign permit at 105 S 12th - Columbia River Fire & Rescue
- d. Temporary Use Permit at 364 N 1<sup>st</sup> – Jana Brecht
- e. Temporary Use Permit at 305 S. Columbia River Hwy – Cheryl Breslin

## **6. PLANNING DEPARTMENT ACTIVITY REPORT**

- C. September Activity Report

There was no discussion on the report.

## **7. FOR YOUR INFORMATION ITEMS**

Commissioner Cohen asked how the City decides how many pedestrian crossings they can have on a street. He mentioned that between the high school on Gable Road and where Gable Road meets Columbia Boulevard, there was only one pedestrian crossing. He said he thought there should be more than one pedestrian crossing. Graichen mentioned it would have been a design decision with the County.

Associate Planner Dimsho mentioned that the next Planning Department Report to Council was on October 21. She mentioned that Commissioners could attend or watch from the City's website afterwards.

Dimsho also discussed how Arciform had come to review the Bennett building to assist with the design for it. She said they were very professional and had ideas to restore the historic façade.

## **8. NEXT REGULAR MEETING: November 10, 2020**

*There being no further business before the Planning Commission, the meeting was adjourned 8:48 p.m.*

*Respectfully submitted,*

*Christina Sullivan  
Community Development Administrative Assistant*

**City of St. Helens**  
*Consent Agenda for Approval*  
**CITY COUNCIL MINUTES**

Presented for approval on this 2<sup>nd</sup> day of December, 2020 are the following Council minutes:

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2020

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- Work Session, Executive Session, and Regular Session Minutes dated November 18, 2020

**After Approval of Council Minutes:**

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update signature block on Word document & Publish in MuniCode
- ☐ Copy Word document into Council minutes folder on Administration drive
- ☐ Update file name & signature block of Word ES document & copy in Admin drive
- ☐ Email minutes link to distribution list
- ☐ Add minutes to HPRMS
- ☐ Add packet and exhibits to HPRMS
- ☐ File original in Vault
- ☐ Update minutes spreadsheet



## COUNCIL WORK SESSION

Wednesday, November 18, 2020

### DRAFT MINUTES

#### MEMBERS PRESENT

Mayor Rick Scholl  
 Council President Doug Morten – arrived at 1:08 p.m.  
 Councilor Keith Locke  
 Councilor Ginny Carlson  
 Councilor Stephen R. Topaz

#### STAFF PRESENT

Matt Brown, Assistant City Administrator	Mike De Roia, Building Official
Kathy Payne, City Recorder	Sharon Darroux, Engineering Project Manager I
Lisa Scholl, Deputy City Recorder	Tina Curry, Event Coordinator
Mouhamad Zaher, Public Works Director	Bill Monahan, City Attorney
Sue Nelson, Public Works Engineering Director	
Rachael Barry, Government Affairs & Project Support Specialist	

#### OTHERS

Lynne Pettit	Michael Curri	Tim Goodman
Joan Youngberg	Sheri Acker	Mike McGlothlin
Scott France		

#### CALL WORK SESSION TO ORDER – 1:03 P.M.

#### VISITOR COMMENTS - *Limited to five (5) minutes per speaker*

- ◆ Joan Youngberg, representing Connect St. Helens. She talked about Connect St. Helens and its focus to connect the community. They are working on a project to repurpose campaign signs encouraging connection, such as using their logo and the words, "We Belong." It has been tough to connect but they are doing what they can. She encouraged Council to place a sign in their lawn. She has signs if they want one. Connect St. Helens has a Facebook page and is developing a website.

Councilor Carlson talked about the group being formed about a year ago in response to the suicide rate increase. It has been hard to move forward with COVID-19. She thanked Joan and the team for their continued efforts.

Council President Morten arrived.

Mayor Scholl acknowledged that Connect St. Helens is about sharing stories. The signs will help bring exposure to the group. Joan added that knowing someone's story helps people connect and increase understanding. There is a lot to gain in sharing.

Joan reported that the "This is Us St. Helens" houses are now displayed in the St. Helens schools.

**DISCUSSION TOPICS****1. Employee Length of Service Award**

1:13 p.m.

One employee has reached a milestone in his employment with the City of St. Helens. The following individual will receive a certificate and pin.

Dustin King began working for the City in February of 2007 as a Patrol Officer. He resigned in 2010. He was rehired in November of 2015, and has worked his way up, serving as a Detective from April of 2018 to just recently when he was promoted to Corporal. This gives Dustin five (5) years of continuous service to the citizens of St. Helens.

Congratulations, Dustin, and thank you for your service!

**2. Discussion regarding Broadband - *Matt & Strategic Network Group***

1:15 p.m.

Assistant City Administrator Brown introduced Michael Curri from Strategic Networks Group.

Michael reviewed his presentation. A copy is included in the archive packet for this meeting.

- A local digital utility - owned and operated for community interests.
- Brings connectivity to unserved, underserved, and overcharged.
- Partners with decades of experience across all fields.
- Ensures access to essential digital services.
- It is more important now than ever. Action now avoids falling further behind.
- Creates and retains wealth in the community.
- Unique offer for community to own a revenue-generated asset.
- A special district would be created with board members. It cannot be sold to a private owner.
- Reviewed the estimated revenues.
- Reviewed the steps and timeline.
- Requesting agreement to proceed and begin outreach.

Councilor Topaz would prefer waiting for the new Council to come on board before moving forward.

Council President Morten pointed out that this has been discussed for several years. He would like to see setup costs.

Brown pointed out that the request is for Michael to receive the email addresses for Council and send them a Needs Ready Assessment to complete. It is just the process to begin seeking the Council's interest. It could also include Scappoose and Columbia City if they are interested.

Councilor Carlson talked about the rural locations of the County without services. It needs to include areas outside city limits. Brown pointed out that organizations representing the rural areas are aware. Councilor Carlson also wants to make sure the project cost will not increase suddenly. Brown agreed.

Columbia City Administrator Mike McGlothlin thanked Brown for including them. There is interest from Columbia City in participating. They do lack service in outlining areas. He heard Michael mention that it would start with a core area and then grow out later. What is the core? Michael explained that they want to connect people as soon as possible. They can grow this in the entire County. Multiple jurisdictions add complications. It is important to work together. Commitment and community engagement must happen.

Mike asked what the financial commitment is. Michael responded that it is less than 15%. Communities need to have skin in the game. They need to be ready to move forward soon.

Councilor Carlson asked if the community fact finding has a cost. Michael responded that there is a cost of about \$8,500. They are only going to charge about \$4,500 for all three communities if they commit. Columbia City is interested but they have not heard much from Scappoose, however they have a new City Administrator. Columbia County is looking at alternatives.

Discussion ensued.

Councilor Locke encouraged the Council to proceed. They are already several years behind. He asked about rates. Michael explained that it depends on the market and costs. The goal is for it to cost about \$60/month for 100 megs, \$80/month for 500 megs, and \$100/month for a gig. However, it depends on the actual cost, signups, and the area it includes. He talked about speeds based on cost.

Discussion about networks that can be made available to schools.

Mayor Scholl wants to move to the next step by conducting the needs assessment. It will be on tonight's agenda for a decision.

### **3. Discussion Regarding Urban Trail Map – Council President Morten**

2:19 p.m.

Council President Morten talked about the presentations made by the Parks & Trails Commission. The Commission wants to create a simpler, phased-in proposal. They will be holding a virtual workshop to discuss route ideas. After that, they will bring a formal presentation to Council.

Councilor Carlson appreciates the work the Parks & Trails Commission has done. The trail will be an asset to community members.

After discussion, it was decided to add the discussion to the December 16 Council work session agenda.

Council President Morten expressed that the last presenter was very timely. He lost Comcast five days ago. He is using the Wi-Fi at City Hall because he has no service at home. This is the fourth or fifth time this has happened, and he pays \$4,000 a year for the service.

Mayor Scholl pointed out that Comcast will be at the next meeting to review their franchise agreement. He encouraged the Council to review the agreement prior to the meeting.

### **4. Strategic Action Plan Updates**

2:30 p.m.

Brown reviewed the updates.

- He, City Planner Jacob Graichen, and Associate Planner Jenny Dimsho will present facade updates for the UB/Court building at a December meeting.
- Bathroom cleanings are still being done by a third party. It is about \$2,000/month. The cleanings continue through the end of the year. It is currently reimbursable through the end of the year. The Council needs to decide if they are going to continue next year when it is not reimbursable, have staff clean the restrooms less often, or close them. Public Works Engineering Director Sue Nelson and Public Works Director Mouhamad Zaher will report back in late December or early January.
- Discussion of Comcast Ch. 29. Councilor Carlson would like to use the station more to get information out. The community survey reported that the channel is not used much. Councilor Carlson said that it is hard for people to engage when they do not have Facebook. Brown reported that they can stream to the website with a new service they have. Councilor Carlson wants to make sure the website has information without having to go to Facebook. Brown suggested encompassing this with the communications plan. Mayor Scholl would like to review that strategic action plan for communications. It will be added to a future agenda for discussion.

**5. City Administrator Report**

2:39 p.m.

Brown introduced new Public Works Director Mouhamad Zaher. He is happy to be here and looking forward to working on projects.

Council welcomed him to the City.

**OTHER BUSINESS**

None

**ADJOURNMENT – 2:44 p.m.****EXECUTIVE SESSION**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor



# City of St. Helens

## CITY COUNCIL

### Executive Session Summary

November 18, 2020

*This meeting was held electronically via Zoom.*

**Members Present:** Rick Scholl, Mayor  
 Doug Morten, Council President  
 Keith Locke, Councilor  
 Ginny Carlson, Councilor  
 Stephen R. Topaz, Councilor

**Staff Present:** Matt Brown, Assistant City Administrator  
 Kathy Payne, City Recorder  
 Bill Monahan, City Attorney with Jordan Ramis PC

**Others:** None



At 2:55 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Potential purchase of property off of Gable Road.
- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
  - To ask questions of counsel about a future agenda topic which might result in litigation.

The Executive Session was adjourned at 3:16 p.m.



ATTEST:

\_\_\_\_\_  
 Kathy Payne, City Recorder

\_\_\_\_\_  
 Rick Scholl, Mayor



# COUNCIL REGULAR SESSION

Wednesday, November 18, 2020

## DRAFT MINUTES

### MEMBERS PRESENT

Mayor Rick Scholl  
 Council President Doug Morten (arrived at 7:05 p.m.)  
 Councilor Keith Locke  
 Councilor Ginny Carlson  
 Councilor Stephen R. Topaz

### STAFF PRESENT

Matt Brown, Assistant City Administrator  
 Kathy Payne, City Recorder  
 Mouhamad Zaher, Public Works Director  
 Sue Nelson, Public Works Engineering Director  
 Tina Curry, Event Coordinator

### OTHERS

Brady Preheim  
 Patrick Birkle

### CALL REGULAR SESSION TO ORDER – 7:00 p.m.

### PLEDGE OF ALLEGIANCE

Mayor Scholl stated the Pledge of Allegiance.

### VISITOR COMMENTS – *Limited to five (5) minutes per speaker*

None

### ORDINANCES – *Final Reading*

1. **Ordinance No. 3258:** An Ordinance Providing for Business Licenses, Instituting a Method for Issuing Licenses, Establishing Revocation and Suspension Procedures, Providing Penalties for Violations, and Repealing Code Chapter Title 5 Business Taxes, Licenses, and Regulations

Mayor Scholl read Ordinance No. 3258 by title for the final time. **Motion:** Motion made by Councilor Carlson and seconded by Councilor Locke to adopt Ordinance No. 3258. Voting Yea: Mayor Scholl, Councilor Locke, Councilor Carlson, Councilor Topaz

### CONSENT AGENDA FOR APPROVAL

2. Council Work Session, Executive Session, Special Session, Public Hearing, and Regular Session Minutes dated October 21, 26, and November 4, 2020
3. Animal Facility Licenses

**Motion:** Motion made by Councilor Carlson and seconded by Councilor Locke to approve '2' and '3' above. Voting Yea: Mayor Scholl, Councilor Locke, Councilor Carlson, Councilor Topaz

**WORK SESSION ACTION ITEMS**

**Motion:** Councilor Locke moved to have staff proceed on the next step for the broadband community readiness study. Councilor Carlson seconded.

Question.

Councilor Topaz asked staff to investigate federal regulations that may come up. Councilor Locke responded that all the equipment is registered and licensed. Councilor Topaz wants to make sure they are protected. Councilor Locke added that the federal government has not done anything with the internet yet.

Councilor Carlson said they owe it to the citizens to do a study for interest and readiness. Councilor Topaz agreed.

Council President Morten arrived.

**Voting:** Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

**MAYOR SCHOLL REPORTS**

- It is the holiday season.
- There has been a lot of rain lately. Public Works is cleaning out storm drains.
- He wants people listening to know they are cared about. Be nice to one another. Get out and do some exercise. Take care of your mental health. Everyone is affected.
- The City is moving forward.
- Welcome to new Public Works Director Mouhamad Zaher. He looks forward to having him as part of the team.

**COUNCIL MEMBER REPORTS**

Council President Morten reported...

- Welcomed Zaher.
- This morning's national news reported that there is a vaccine around the corner. Now is the time to be extra safe.
- Happy Thanksgiving.

Councilor Locke reported...

- They have put up with this for the last 8-9 months. Be extra vigilant over the next couple months.

Councilor Carlson reported...

- Reminder, it is way past time to put our political hats away and do what is best for the community, take care of each other, and support local businesses as much as possible. They are better when they work together.
- She is excited to have Zaher here with fresh ideas and a fresh perspective in the community.

Councilor Topaz reported...

- The different directions we are receiving from the Governor regarding this disease is frustrating. Be safe, be healthy, be patient, and have a happy Thanksgiving.

**OTHER BUSINESS**

- ◆ Brady Preheim. He had hoped that the business license ordinance would be shorter after the revision, but 10 pages is better than the past 24 pages. He encouraged staff to continue to condense it. He also commented on the broadband proposal. The study is a great idea. The City of St. Helens is well served by Comcast. The problem is access for users in outlining areas. They need to consider bundling that Comcast provides.

Mayor Scholl reiterated sentiments of the Council.

- Happy Thanksgiving!
- Welcome Zaher!
- See you December 2<sup>nd</sup>.

**ADJOURN – 7:16 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

\_\_\_\_\_  
Rick Scholl, Mayor



St. Helens, OR

# Expense Approval Register

Packet: APPKT00209 - AP 11.13.20

Item #13.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
METRO PLANNING INC	5153	11/10/2020	GIS WEB HOSTING	100-710-52006	62.50
LANE COUNCIL OF	77235	11/10/2020	JULY - SEPT 2020 FLSA	100-701-52019	1,232.00
METRO PRESORT	IN628093	11/10/2020	UB BILL PRINTING	100-707-52008	591.49
Daum, Nicholas Ludwig Karl	INV0000977	11/10/2020	Daum, Nicholas Ludwig Karl	100-000-20200	1,775.00
STAPLES BUSINESS CREDIT	1631451157	11/12/2020	OFFICE SUPPLIES	100-715-52004	230.20
INGRAM LIBRARY SERVICES	49033675	11/12/2020	BOOKS 20C7921	100-706-52033	22.79
INGRAM LIBRARY SERVICES	49033678	11/12/2020	BOOKS 20C7921	100-706-52033	580.72
INGRAM LIBRARY SERVICES	49075935	11/12/2020	BOOKS 20C7921	100-706-52033	78.54
INGRAM LIBRARY SERVICES	49217180	11/12/2020	BOOKS 20C7921	100-706-52033	28.96
INGRAM LIBRARY SERVICES	49217183	11/12/2020	BOOKS 20C7921	100-706-52033	152.58
LAWRENCE OIL COMPANY	019001-2030501	11/13/2020	247749	100-715-52022	31.29
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	100-708-52001	23.48
JORDAN RAMIS PC ATTORNEYS	172935	11/13/2020	GENERAL EGAL SERVICES	100-701-52019	4,683.00
JORDAN RAMIS PC ATTORNEYS	172935	11/13/2020	GENERAL EGAL SERVICES	100-710-52019	78.00
JORDAN RAMIS PC ATTORNEYS	172937	11/13/2020	PLANNING	100-710-52019	650.00
JORDAN RAMIS PC ATTORNEYS	172939	11/13/2020	FINANCE FRANCHISE	100-701-52019	1,470.00
ORKIN	204626230	11/13/2020	PEST CONTROL POLICE	100-705-52023	96.23
NORTHWEST DELI	397764	11/13/2020	TOILET PAPER	100-708-52001	910.12
NORTHWEST DELI	401630	11/13/2020	PAPER TOWEL	100-708-52001	832.15
HUDSON GARBAGE SERVICE	INV0000981	11/13/2020	1554	100-706-52003	59.80
HUDSON GARBAGE SERVICE	INV0000981	11/13/2020	7056	100-709-52023	28.99
ACE HARDWARE - ST. HELENS	INV0000983	11/13/2020	ACE MATERIALS ACCT 60180	100-709-52023	11.77
ACE HARDWARE - ST. HELENS	INV0000985	11/13/2020	MATERIALS ACE ACCT 60176 -	100-708-52001	48.94
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	100-708-52047	18.68
DAWN RICHARDSON - AP	INV0000988	11/13/2020	MILEAGE REIMB BANK RUN D.	100-707-52001	29.90
AXON ENTERPRISE INC	SI-1688752	11/13/2020	BATTERY PACK	100-705-52002	238.50
AXON ENTERPRISE INC	SI-1690891	11/13/2020	EVID ROOM LICENSE	100-705-52006	6,036.00
AXON ENTERPRISE INC	SI-1692436	11/13/2020	DEVICE STORAGE	100-705-52006	4,896.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>24,897.63</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
ELAINE HOWARD CONSULTING	3	11/10/2020	ST. HELENS URBAN REN PLAN	202-721-52051	420.00
EAN PERKINS PHOTOGRAPHY	INV0000978	11/10/2020	VIDEO AND IMAGES	202-722-52019	1,600.00
MAUL FOSTER ALONGI INC	40752	11/12/2020	SYKES RD RES SITING	202-721-52019	3,337.85
MAUL FOSTER ALONGI INC	40752	11/12/2020	GOVERNANCE AND PUBLIC	202-721-52019	1,727.50
MAUL FOSTER ALONGI INC	40752	11/12/2020	BWP ON CALL SERVICES	202-721-52019	226.25
MAUL FOSTER ALONGI INC	40752	11/12/2020	WWTP LAGOON	202-722-52019	14,003.75
E2C	4413	11/12/2020	ADVERTISING	202-725-52011	674.80
E2C	4413	11/12/2020	STAFF	202-725-52019	13,409.76
E2C	4413	11/12/2020	EQUIPMENT ST. HELENS	202-725-52028	403.48
E2C	4413	11/12/2020	ENTERTAINMENT ST. HELENS	202-725-52028	31,908.26
E2C	4413	11/12/2020	PROPS	202-725-52028	2,831.13
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	202-725-52028	37.57
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	202-725-52028	2.99
HUDSON GARBAGE SERVICE	11020667	11/13/2020	0036	202-725-52028	694.80
JORDAN RAMIS PC ATTORNEYS	172701	11/13/2020	BOISE PAPER REAL ESTATE	202-721-52019	350.00
JORDAN RAMIS PC ATTORNEYS	172935	11/13/2020	GENERAL EGAL SERVICES	202-721-52019	253.00
JORDAN RAMIS PC ATTORNEYS	172936	11/13/2020	BOISE CASCADE PROP SALE	202-721-52019	700.00
OREGON DEPARTMENT OF	21125	11/13/2020	PROTECTION FOR LAND OR	202-724-52019	6,500.08
EAGLE STAR ROCK PRODUCTS	38614	11/13/2020	TREE FARM ROCK	202-724-52001	419.79
EAGLE STAR ROCK PRODUCTS	38625	11/13/2020	TREE FARM ROCK	202-724-52001	399.94
EAGLE STAR ROCK PRODUCTS	38630	11/13/2020	ROCK	202-722-52023	564.06
DAILY JOURNAL OF	744866104	11/13/2020	COL PAC FOOD BANK RENO	202-721-52096	902.66
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>81,367.67</b>

## Expense Approval Register

Packet: APPKT002

Item #13. 0

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 205 - STREETS</b>					
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	205-000-52001	91.90
<b>Fund 205 - STREETS Total:</b>					<b>91.90</b>
<b>Fund: 601 - WATER</b>					
NORTHSTAR CHEMICAL	182216	11/12/2020	SODIUM HYDROXIDE 25%	601-732-52083	6,006.04
LAWRENCE OIL COMPANY	019001-2030501	11/13/2020	247752	601-732-52022	73.21
CITY OF COLUMBIA CITY	10262020	11/13/2020	001754-001	601-732-52003	82.46
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	601-731-52001	269.34
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	601-731-52001	-91.16
H.D FOWLER COMPANY	I5622749	11/13/2020	WATER METER	601-731-52001	4,924.84
ACE HARDWARE - ST. HELENS	INV0000983	11/13/2020	ACE MATERIALS ACCT 60180	601-731-52001	66.82
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	601-731-52001	18.98
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	601-731-52001	18.58
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	601-732-52001	49.97
<b>Fund 601 - WATER Total:</b>					<b>11,419.08</b>
<b>Fund: 603 - SEWER</b>					
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	603-735-52001	11.94
ACE HARDWARE - ST. HELENS	INV0000983	11/13/2020	ACE MATERIALS ACCT 60180	603-735-52001	14.99
ACE HARDWARE - ST. HELENS	INV0000983	11/13/2020	ACE MATERIALS ACCT 60180	603-735-52001	28.17
<b>Fund 603 - SEWER Total:</b>					<b>55.10</b>
<b>Fund: 605 - STORM</b>					
CASCADE CONCRETE	78636	11/13/2020	CUSTOM VAULT LID	605-000-52001	837.00
<b>Fund 605 - STORM Total:</b>					<b>837.00</b>
<b>Fund: 701 - EQUIPMENT</b>					
FEENAUGHTY MACHINERY CO	45278	11/13/2020	DOOSAN DX140LC	701-000-52001	2,421.01
<b>Fund 701 - EQUIPMENT Total:</b>					<b>2,421.01</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
MORE POWER TECHNOLOGY	11049	11/10/2020	MONTHLY FEE / EMAIL SEC/	702-000-52019	10,451.65
MORE POWER TECHNOLOGY	11063-2	11/10/2020	TECH REG SUPPORT GRANICUS	702-000-52019	1,690.00
MORE POWER TECHNOLOGY	11063	11/10/2020	MIG AND REPLACEMENT	702-000-52019	650.00
CENTURY LINK	INV0000982	11/13/2020	966B	702-000-52010	346.12
CENTURY LINK	INV0000987	11/13/2020	632B	702-000-52010	42.92
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>13,180.69</b>
<b>Fund: 703 - PW OPERATIONS</b>					
METRO PLANNING INC	5153	11/10/2020	GIS WEB HOSTING	703-733-52026	87.50
TY BARGER	INV0000979	11/10/2020	REIMB. TRAVEL PW DIRECTOR	703-734-52019	822.65
LAWRENCE OIL COMPANY	019001-2030501	11/13/2020	247750	703-734-52022	56.21
LAWRENCE OIL COMPANY	019001-2030501	11/13/2020	247748	703-734-52022	1,052.52
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	703-734-52001	8.56
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	703-734-52001	102.88
H.D FOWLER COMPANY	I5622156	11/13/2020	WHITE PAINT	703-734-52001	189.36
ACE HARDWARE - ST. HELENS	INV0000983	11/13/2020	ACE MATERIALS ACCT 60180	703-734-52023	9.48
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	703-734-52001	27.17
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	703-734-52001	1.55
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	703-734-52001	14.99
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	703-734-52001	27.08
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	703-734-52001	34.35
SCAPPOOSE SAND AND	T48662	11/13/2020	SAND	703-734-52001	321.57
SCAPPOOSE SAND AND	T48773	11/13/2020	SAND	703-734-52001	199.03
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>2,954.90</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
MACKENZIE	1069699	11/12/2020	ST. HELENS POLICE NEEDS	704-000-53024	7,971.20
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	704-000-53018	65.00
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	704-000-53018	499.20
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	704-000-53018	76.89
DAHLGREN'S DO IT BEST	10272020	11/13/2020	MATERIALS ACCT 10026	704-000-53018	399.66
ARCIFORM LLC	16791	11/13/2020	CITY HALL RENO	704-000-53018	986.35
ACE HARDWARE - ST. HELENS	INV0000984	11/13/2020	ACE MATERIALS ACCT 60174	704-000-53018	157.92

## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELENS	INV0000986	11/13/2020	ACE MATERIALS ACCT 60181	704-000-53018	35.13
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					10,191.35
Grand Total:					147,416.33

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	24,897.63
202 - COMMUNITY DEVELOPMENT	81,367.67
205 - STREETS	91.90
601 - WATER	11,419.08
603 - SEWER	55.10
605 - STORM	837.00
701 - EQUIPMENT	2,421.01
702 - INFORMATION SYSTEMS	13,180.69
703 - PW OPERATIONS	2,954.90
704 - FACILITY MAJOR MAINTNANCE	10,191.35
<b>Grand Total:</b>	<b>147,416.33</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20200	Bail Deposit	1,775.00
100-701-52019	Professional Services	7,385.00
100-705-52002	Personnel Uniforms	238.50
100-705-52006	Computer Maintenance	10,932.00
100-705-52023	Facility Maintenance	96.23
100-706-52003	Utilities	59.80
100-706-52033	Printed Materials	863.59
100-707-52001	Operating Supplies	29.90
100-707-52008	Printing	591.49
100-708-52001	Operating Supplies	1,814.69
100-708-52047	Marine Board	18.68
100-709-52023	Facility Maintenance	40.76
100-710-52006	Computer Maintenance	62.50
100-710-52019	Professional Services	728.00
100-715-52004	Office Supplies	230.20
100-715-52022	Fuel/Oil	31.29
202-721-52019	Professional Services	6,594.60
202-721-52051	Urban Renewal	420.00
202-721-52096	CDBG Grant Expenses	902.66
202-722-52019	Professional Services	15,603.75
202-722-52023	Facility Maintenance	564.06
202-724-52001	Operating Supplies	819.73
202-724-52019	Professional Services	6,500.08
202-725-52011	Public Information	674.80
202-725-52019	Professional Services	13,409.76
202-725-52028	Projects & Programs	35,878.23
205-000-52001	Operating Supplies	91.90
601-731-52001	Operating Supplies	5,207.40
601-732-52001	Operating Supplies	49.97
601-732-52003	Utilities	82.46
601-732-52022	Fuel / Oil	73.21
601-732-52083	Chemicals	6,006.04
603-735-52001	Operating Supplies	55.10
605-000-52001	Operating Supplies	837.00
701-000-52001	Operating Supplies	2,421.01
702-000-52010	Telephone	389.04
702-000-52019	Professional Services	12,791.65
703-733-52026	Equipment Fund Charges	87.50
703-734-52001	Operating Supplies	926.54
703-734-52019	Professional Services	822.65
703-734-52022	Fuel / Oil	1,108.73
703-734-52023	Facility Maintenance	9.48
704-000-53018	Capital Outlay - City Hall	2,220.15



Account Summary

Account Number	Account Name	Expense Amount
704-000-53024	Capital Outlay - PD Station	7,971.20
	Grand Total:	147,416.33

Project Account Summary

Project Account Key	Expense Amount
**None**	147,416.33
	Grand Total:
	147,416.33



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
ENTERPRISE FM TRUST	FBN4061277	11/16/2020	LEASE FOR RANGER BUILDING	100-711-52026	522.55
ENTERPRISE FM TRUST	FBN4082394	11/16/2020	LEASE FOR RANGER BUILDING	100-711-52026	522.55
OGAN INC	INV0000989	11/16/2020	REFUND CREDIT ON UB	100-707-52024	39.80
HUDSON GARBAGE SERVICE	INV0000990	11/16/2020	7598	100-708-52023	484.54
HUDSON GARBAGE SERVICE	INV0000990	11/16/2020	7636	100-708-52023	214.39
HUDSON GARBAGE SERVICE	INV0000990	11/16/2020	7601	100-715-52023	355.52
METRO PRESORT	IN628244	11/17/2020	UB BILL PRINTING	100-707-52008	3,528.58
ERSKINE LAW PRECTICE LLC	INV0000991	11/17/2020	11/2-11/15	100-705-52019	2,816.52
PORTLAND GENERAL ELECTRIC	INV0000994	11/17/2020	0153585940	100-709-52003	269.22
A + ENGRAVING LLC	1165	11/18/2020	PLAQUE BLACK GOLD TRIM	100-702-52028	45.00
INGRAM LIBRARY SERVICES	49281649	11/18/2020	BOOKS 20C7921	100-706-52033	11.12
INGRAM LIBRARY SERVICES	49281651	11/18/2020	BOOKS 20C7921	100-706-52033	31.21
INGRAM LIBRARY SERVICES	49281654	11/18/2020	BOOKS 20C7921	100-706-52033	491.37
INGRAM LIBRARY SERVICES	49281655	11/18/2020	BOOKS 20C7921	100-706-52033	117.40
LEAGUE OF OREGON CITIES	8701	11/18/2020	MEMBER REG KATHY PAYNE	100-702-52018	85.00
LEAGUE OF OREGON CITIES	8702	11/18/2020	MEMBER REG DOUGLAS	100-703-52018	85.00
LEAGUE OF OREGON CITIES	8703	11/18/2020	MEMBER REGISTRATION	100-701-52018	85.00
NW NATURAL GAS	INV0000995	11/18/2020	5638	100-705-52003	146.14
NW NATURAL GAS	INV0000995	11/18/2020	7673	100-706-52003	487.93
NW NATURAL GAS	INV0000995	11/18/2020	3047	100-708-52003	56.30
NW NATURAL GAS	INV0000995	11/18/2020	8563	100-708-52003	74.60
NW NATURAL GAS	INV0000995	11/18/2020	0109	100-709-52003	234.64
NW NATURAL GAS	INV0000995	11/18/2020	5285	100-715-52003	95.00
NW NATURAL GAS	INV0000995	11/18/2020	2848	100-715-52003	86.37
LUCY HEIL ATTORNEY AT LAW	INV0000996	11/18/2020	LEGAL SERVICES	100-704-52019	4,600.00
COLUMBIA TAVERN	INV0000998	11/18/2020	RESTITUTION COLE M SNIDER	100-000-21000	100.00
SOLUTIONS YES	INV255585	11/18/2020	PRINT CHARGES CITY HALL	100-704-52005	39.38
SOLUTIONS YES	INV256032	11/18/2020	CONTRACT C10184-01 CITY	100-715-52005	191.95
RICOH USA INC	104316771	11/20/2020	POLICE EQUIPMENT LEASE	100-705-52023	100.26
INGRAM LIBRARY SERVICES	49033674	11/20/2020	BOOKS 20C7921	100-706-52033	17.93
INGRAM LIBRARY SERVICES	49033676	11/20/2020	BOOKS 20C7921	100-706-52033	23.19
INGRAM LIBRARY SERVICES	49033677	11/20/2020	BOOKS 20C7921	100-706-52033	46.80
INGRAM LIBRARY SERVICES	49075933	11/20/2020	BOOKS 20C7921	100-706-52033	54.34
INGRAM LIBRARY SERVICES	49075934	11/20/2020	BOOKS 20C7921	100-706-52033	116.72
INGRAM LIBRARY SERVICES	49075934	11/20/2020	CREDIT 48854580	100-706-52033	-52.14
INGRAM LIBRARY SERVICES	49217181	11/20/2020	BOOKS 20C7921	100-706-52033	32.66
INGRAM LIBRARY SERVICES	49217182	11/20/2020	BOOKS 20C7921	100-706-52033	12.58
INGRAM LIBRARY SERVICES	49281650	11/20/2020	BOOKS 20C7921	100-706-52033	11.21
INGRAM LIBRARY SERVICES	49281652	11/20/2020	BOOKS 20C7921	100-000-21300	11.90
INGRAM LIBRARY SERVICES	49281653	11/20/2020	BOOKS 20C7921	100-706-52033	55.20
HUDSON GARBAGE SERVICE	INV0001005	11/20/2020	7547	100-705-52023	96.59
HUDSON GARBAGE SERVICE	INV0001005	11/20/2020	7539	100-715-52023	96.59
MARTA READ	INV0001006	11/20/2020	RESTITUTION	100-000-21000	35.00
DEPARTMENT OF	L016302178	11/20/2020	DMV SERVICES	100-702-52024	3.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>16,478.91</b>

## Fund: 202 - COMMUNITY DEVELOPMENT

CITY-COUNTY	347	11/17/2020	MEMBERSHIP ANNUAL	202-725-52028	400.00
COLUMBIA SOIL AND WATER	768	11/17/2020	2021 CALENDAR B	202-725-52011	199.50
PORTLAND GENERAL ELECTRIC	INV0000992	11/17/2020	7357701000	202-722-52003	76.45
PORTLAND GENERAL ELECTRIC	INV0000993	11/17/2020	1650931000	202-722-52003	50.17
RADLER WHITE PARKS &	26187	11/18/2020	ACSP TRANSACTION	202-721-52019	3,905.00
NW NATURAL GAS	INV0000995	11/18/2020	7764	202-725-52003	77.29
NW NATURAL GAS	INV0000995	11/18/2020	9614	202-725-52003	184.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA COUNTY TRANSFER	7225	11/20/2020	DUMP FEES	202-722-52023	9.98
MASONIC BUILDING LLC	INV0001003	11/20/2020	LEASE PAYMENT DEC	202-725-52028	3,000.00
PORTLAND GENERAL ELECTRIC	INV0001004	11/20/2020	4854421000	202-722-52003	83.36
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>7,986.55</b>

**Fund: 203 - COMMUNITY ENHANCEMENT**

TROTTER & MORTON FACILITY	77600	11/18/2020	LIBRARY HVAC WORK INSTALL	203-701-52028	6,183.00
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>6,183.00</b>

**Fund: 205 - STREETS**

SPECIALTY CONCRETE LLC	14066	11/20/2020	DALTON LAKE CONCRETE	205-000-52001	504.00
<b>Fund 205 - STREETS Total:</b>					<b>504.00</b>

**Fund: 603 - SEWER**

HUDSON GARBAGE SERVICE	INV0000990	11/16/2020	8333	603-736-52003	157.16
HUDSON GARBAGE SERVICE	INV0000990	11/16/2020	8333	603-737-52003	157.17
PACIFIC POWER GROUP LLC	491323-00	11/18/2020	SERVICE CALL CAT LIFT	603-738-52001	828.13
NW NATURAL GAS	INV0000995	11/18/2020	7720	603-736-52003	15.98
NW NATURAL GAS	INV0000995	11/18/2020	5750	603-736-52003	60.76
NW NATURAL GAS	INV0000995	11/18/2020	7720	603-737-52003	15.99
NW NATURAL GAS	INV0000995	11/18/2020	5750	603-737-52003	60.77
CENTURY LINK	INV0000997	11/18/2020	293	603-736-52010	22.89
CENTURY LINK	INV0000997	11/18/2020	488	603-736-52010	124.68
CENTURY LINK	INV0000997	11/18/2020	654	603-736-52010	22.89
CENTURY LINK	INV0000997	11/18/2020	688	603-736-52010	22.89
CENTURY LINK	INV0000997	11/18/2020	600	603-736-52010	22.89
CENTURY LINK	INV0000997	11/18/2020	488	603-737-52010	124.67
CENTURY LINK	INV0000997	11/18/2020	293	603-737-52010	22.89
CENTURY LINK	INV0000997	11/18/2020	654	603-737-52010	22.89
CENTURY LINK	INV0000997	11/18/2020	688	603-737-52010	22.89
CENTURY LINK	INV0000997	11/18/2020	600	603-737-52010	22.89
CORRECT EQUIPMENT	42695	11/20/2020	SEWAGE PUMP SUBMERSIBLE	603-738-52001	8,945.00
MAILBOXES NORTHWEST	INV0001007	11/20/2020	POSTAGE	603-736-52001	6.79
MAILBOXES NORTHWEST	INV0001007	11/20/2020	POSTAGE	603-737-52001	6.80
<b>Fund 603 - SEWER Total:</b>					<b>10,687.02</b>

**Fund: 701 - EQUIPMENT**

COLUMBIA RIVER FIRE AND	2020-10 OCT	11/18/2020	SHARED BILLING FOR	701-000-52023	1,704.10
<b>Fund 701 - EQUIPMENT Total:</b>					<b>1,704.10</b>

**Fund: 702 - INFORMATION SYSTEMS**

CENTURY LINK	INV0000997	11/18/2020	131	702-000-52010	58.56
CENTURY LINK	INV0000997	11/18/2020	798B	702-000-52010	101.58
CENTURY LINK	INV0000997	11/18/2020	967	702-000-52010	128.53
CENTURY LINK	INV0000997	11/18/2020	130	702-000-52010	58.56
CENTURY LINK	INV0000997	11/18/2020	818	702-000-52010	398.40
CENTURY LINK	INV0000997	11/18/2020	796	702-000-52010	44.08
CENTURY LINK	INV0000997	11/18/2020	579	702-000-52010	45.78
CENTURY LINK	INV0000997	11/18/2020	162B	702-000-52010	87.49
CENTURY LINK	INV0000997	11/18/2020	228	702-000-52010	89.87
CENTURY LINK	INV0000997	11/18/2020	651	702-000-52010	44.57
CENTURY LINK	INV0000997	11/18/2020	909	702-000-52010	80.28
VERIZON	9866006791	11/20/2020	CELL SERVICE ACCT 242060134-	702-000-52010	173.84
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>1,311.54</b>

**Fund: 703 - PW OPERATIONS**

NW NATURAL GAS	INV0000995	11/18/2020	8675	703-734-52003	57.43
SOLUTIONS YES	INV255584	11/18/2020	PRINT FEES C11460-01	703-733-52005	70.43
COLUMBIA COUNTY TRANSFER	7225	11/20/2020	DUMP FEES	703-734-52023	36.28
HUDSON GARBAGE SERVICE	INV0001005	11/20/2020	7555	703-734-52023	90.49
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>254.63</b>

**Fund: 704 - FACILITY MAJOR MAINTNANCE**

COLUMBIA NW HEATING INC	18125428	11/17/2020	DUCTWORK CITY HALL	704-000-53018	2,670.00
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA COUNTY TRANSFER	7225	11/20/2020	DUMP FEES	704-000-53018	286.98
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					2,956.98
Grand Total:					48,066.73

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	16,478.91
202 - COMMUNITY DEVELOPMENT	7,986.55
203 - COMMUNITY ENHANCEMENT	6,183.00
205 - STREETS	504.00
603 - SEWER	10,687.02
701 - EQUIPMENT	1,704.10
702 - INFORMATION SYSTEMS	1,311.54
703 - PW OPERATIONS	254.63
704 - FACILITY MAJOR MAINTNANCE	2,956.98
<b>Grand Total:</b>	<b>48,066.73</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-21000	Court Restitution	135.00
100-000-21300	Library Replacement Fines	11.90
100-701-52018	Professional Development	85.00
100-702-52018	Professional Development	85.00
100-702-52024	Miscellaneous	3.00
100-702-52028	Projects & Programs	45.00
100-703-52018	Professional Development	85.00
100-704-52005	Small Equipment	39.38
100-704-52019	Professional Services	4,600.00
100-705-52003	Utilities	146.14
100-705-52019	Professional Services	2,816.52
100-705-52023	Facility Maintenance	196.85
100-706-52003	Utilities	487.93
100-706-52033	Printed Materials	969.59
100-707-52008	Printing	3,528.58
100-707-52024	Miscellaneous	39.80
100-708-52003	Utilities	130.90
100-708-52023	Facility Maintenance	698.93
100-709-52003	Utilities	503.86
100-711-52026	Equipment Fund Charges	1,045.10
100-715-52003	Utilities	181.37
100-715-52005	Small Equipment	191.95
100-715-52023	Facility Maintenance	452.11
202-721-52019	Professional Services	3,905.00
202-722-52003	Utilities	209.98
202-722-52023	Facility Maintenance	9.98
202-725-52003	Utilities	262.09
202-725-52011	Public Information	199.50
202-725-52028	Projects & Programs	3,400.00
203-701-52028	Projects & Programs	6,183.00
205-000-52001	Operating Supplies	504.00
603-736-52001	Operating Supplies	6.79
603-736-52003	Utilities	233.90
603-736-52010	Telephone	216.24
603-737-52001	Operating Supplies	6.80
603-737-52003	Utilities	233.93
603-737-52010	Telephone	216.23
603-738-52001	Operating Supplies	9,773.13
701-000-52023	Facility Maintenance	1,704.10
702-000-52010	Telephone	1,311.54
703-733-52005	Small Equipment	70.43
703-734-52003	Utilities	57.43
703-734-52023	Facility Maintenance	126.77
704-000-53018	Capital Outlay - City Hall	2,956.98
Grand Total:		48,066.73

Project Account Summary

Project Account Key	Expense Amount
**None**	48,066.73
Grand Total:	48,066.73



St. Helens, OR

# Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
LEAGUE OF OREGON CITIES	8711	11/23/2020	JOB POSTINGPOLICE	100-702-52011	20.00
DAWN RICHARDSON - AP	INV0001008	11/23/2020	MILEAGE REIMB 11-13 BANK	100-707-52001	29.90
DAWN RICHARDSON - AP	INV0001008	11/23/2020	MILEAGE REIMB 11-17 BANK	100-707-52001	29.90
OREGON DEPARTMENT OF	INV0001009	11/23/2020	STATE DUII CONVICTION FEE	100-000-20700	255.00
OREGON DEPARTMENT OF	INV0001009	11/23/2020	STATE DUII DIVERSION	100-000-20700	605.00
OREGON DEPARTMENT OF	INV0001009	11/23/2020	UNITARY	100-000-20800	3.57
OREGON DEPARTMENT OF	INV0001009	11/23/2020	LEMLA	100-000-20800	1.40
OREGON DEPARTMENT OF	INV0001009	11/23/2020	STATE MISD	100-000-20800	713.00
OREGON DEPARTMENT OF	INV0001009	11/23/2020	STATE	100-000-20800	390.00
OREGON DEPARTMENT OF	INV0001009	11/23/2020	STATE VIOLATION	100-000-20800	1,731.00
MICHELLE PANTANJO	INV0001010	11/23/2020	COMPENSATORY FINE	100-000-36002	200.00
STEPHEN PETERSEN	INV0001011	11/23/2020	REFUND PUB REC REQ LORI	100-000-36002	20.00
COLUMBIA COUNTY	INV0001012	11/23/2020	JAIL ASSESSMENT	100-000-20900	18.36
COLUMBIA COUNTY	INV0001012	11/23/2020	COUNTY ASSESSMENT	100-000-20900	931.09
COLUMBIA COUNTY	INV0001012	11/23/2020	CITY COURT COSTS DEDUCTED	100-000-36002	-94.95
PERMA-BOUND	1875045-00	11/24/2020	BOOKS	100-706-52033	92.83
MIDWEST TAPE	99623069	11/24/2020	DVD / ABD 2000010011	100-706-52034	31.98
MIDWEST TAPE	9962368	11/24/2020	DVD / ABD 2000010011	100-706-52034	29.99
U.S BANK EQUIPMENT	428894687	11/25/2020	CONTRACT PAYMENT 500-	100-715-52005	221.15
EASYPERMIT POSTAGE	INV0001056	11/25/2020	METER REFILL POSTAGE	100-715-52009	500.00
COLUMBIA RIVER PUD	INV0001057	11/25/2020	150 S 13TH ST- POLICE	100-705-52003	128.07
COLUMBIA RIVER PUD	INV0001057	11/25/2020	150 S 13 ST POLICE STATION	100-705-52003	371.97
COLUMBIA RIVER PUD	INV0001057	11/25/2020	375 S 18TH ST COLUMBIA	100-706-52003	536.14
COLUMBIA RIVER PUD	INV0001057	11/25/2020	120 WHITE WAY - WALNUT	100-708-52003	25.25
COLUMBIA RIVER PUD	INV0001057	11/25/2020	200 N RIVER ST - GREY CLIFFS	100-708-52003	36.18
COLUMBIA RIVER PUD	INV0001057	11/25/2020	264 STRAND ST- PARKS/	100-708-52003	26.32
COLUMBIA RIVER PUD	INV0001057	11/25/2020	264 STRAND ST- COL VIEW	100-708-52003	30.90
COLUMBIA RIVER PUD	INV0001057	11/25/2020	200 N 7TH ST - PARK	100-708-52003	25.56
COLUMBIA RIVER PUD	INV0001057	11/25/2020	299 N 6TH ST - PARKS	100-708-52003	25.25
COLUMBIA RIVER PUD	INV0001057	11/25/2020	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	64.05
COLUMBIA RIVER PUD	INV0001057	11/25/2020	162 MCMICHAEL ST -	100-708-52003	513.89
COLUMBIA RIVER PUD	INV0001057	11/25/2020	475 S 18TH ST - MCCORMICK	100-708-52003	60.77
COLUMBIA RIVER PUD	INV0001057	11/25/2020	265 STRAND ST. - SPLASH PAD	100-708-52003	45.16
COLUMBIA RIVER PUD	INV0001057	11/25/2020	475 S 18TH ST- MCCORMICK	100-708-52003	31.49
COLUMBIA RIVER PUD	INV0001057	11/25/2020	475 S 18TH ST	100-708-52003	101.21
COLUMBIA RIVER PUD	INV0001057	11/25/2020	475 S 18TH ST	100-708-52003	89.89
COLUMBIA RIVER PUD	INV0001057	11/25/2020	265 STRAND ST. - DOCKS	100-708-52046	288.77
COLUMBIA RIVER PUD	INV0001057	11/25/2020	264 STRAND ST- COL VIEW	100-708-52046	30.89
COLUMBIA RIVER PUD	INV0001057	11/25/2020	264 STRAND ST- PARKS/	100-708-52047	26.33
COLUMBIA RIVER PUD	INV0001057	11/25/2020	275 STRAND ST- CITY HALL UB /	100-715-52003	93.02
COLUMBIA RIVER PUD	INV0001057	11/25/2020	265 STRAND ST- CITY HALL UP	100-715-52003	233.87
COLUMBIA RIVER PUD	INV0001057	11/25/2020	277 STRAND ST -	100-715-52003	40.32
COLUMBIA RIVER PUD	INV0001057	11/25/2020	277 STRAND ST- CITY HALL UB	100-715-52003	89.74
COLUMBIA RIVER PUD	INV0001057	11/25/2020	265 STRAND ST- CITY HALL	100-715-52003	595.18
<b>Fund 100 - GENERAL FUND Total:</b>					<b>9,239.44</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
COLUMBIA PACIFIC EDD	6	11/24/2020	JULY 2020-SEPT 2020 GRANT	202-721-52096	1,350.00
CITY OF ST. HELENS	INV0001013	11/24/2020	01-00178-001 MASONIC	202-725-52003	64.82
MASON BRUCE & GIRARD INC	27958	11/25/2020	FOREST MANAGEMENT	202-724-52019	4,314.30
COLUMBIA RIVER PUD	INV0001055	11/25/2020	94111	202-725-52003	209.03
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>5,938.15</b>
<b>Fund: 205 - STREETS</b>					
COLUMBIA RIVER PUD	INV0001057	11/25/2020	191 N MILTON WAY-	205-000-52003	25.48

## Expense Approval Register

Packet: APPKT002

Item #13.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	INV0001057	11/25/2020	1370 COLUMBIA BLVD.-	205-000-52003	37.20
COLUMBIA RIVER PUD	INV0001057	11/25/2020	265 STRAND ST	205-000-52003	3,628.09
COLUMBIA RIVER PUD	INV0001057	11/25/2020	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	105.50
COLUMBIA RIVER PUD	INV0001057	11/25/2020	191 N MILTON WAY - SIGNAL	205-000-52003	34.77
COLUMBIA RIVER PUD	INV0001057	11/25/2020	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	38.13
COLUMBIA RIVER PUD	INV0001057	11/25/2020	58651 COLUMBIA RIVER HWY	205-000-52003	26.24
COLUMBIA RIVER PUD	INV0001057	11/25/2020	715 S COLUMBIA RIVER HWY -	205-000-52003	67.32
COLUMBIA RIVER PUD	INV0001057	11/25/2020	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	43.67
<b>Fund 205 - STREETS Total:</b>					<b>4,006.40</b>
<b>Fund: 601 - WATER</b>					
COLUMBIA RIVER PUD	INV0001057	11/25/2020	PUMP AERIE CT	601-731-52003	87.20
COLUMBIA RIVER PUD	INV0001057	11/25/2020	57500 OLD PORTLAND RD -	601-731-52003	56.62
COLUMBIA RIVER PUD	INV0001057	11/25/2020	62420 COLUMBIA RIVER HWY -	601-731-52003	233.83
COLUMBIA RIVER PUD	INV0001057	11/25/2020	2300 STRAND ST - WELL 2	601-731-52003	1,502.86
COLUMBIA RIVER PUD	INV0001057	11/25/2020	35261 PITTSBURG RD- PW	601-731-52003	27.63
COLUMBIA RIVER PUD	INV0001057	11/25/2020	1680 1 ST -	601-731-52003	82.55
COLUMBIA RIVER PUD	INV0001057	11/25/2020	58791 COLUMBIA RIVER HWY -	601-731-52003	33.73
COLUMBIA RIVER PUD	INV0001057	11/25/2020	1215 FOURTH ST - WFF	601-732-52003	3,848.52
<b>Fund 601 - WATER Total:</b>					<b>5,872.94</b>
<b>Fund: 603 - SEWER</b>					
COLUMBIA RIVER PUD	INV0001057	11/25/2020	37700 CLARK ST - PS 8	603-735-52003	25.56
COLUMBIA RIVER PUD	INV0001057	11/25/2020	451 PLYMOTH ST - WWTP	603-736-52003	1,307.37
COLUMBIA RIVER PUD	INV0001057	11/25/2020	451 PLYMOTH ST - WWTP	603-737-52003	1,307.36
COLUMBIA RIVER PUD	INV0001057	11/25/2020	240 MADRONA CT	603-738-52003	163.98
COLUMBIA RIVER PUD	INV0001057	11/25/2020	169 S 4TH ST WATER FLOW	603-738-52003	64.24
COLUMBIA RIVER PUD	INV0001057	11/25/2020	59500 OLD PORTLAND RD - PS	603-738-52003	130.98
COLUMBIA RIVER PUD	INV0001057	11/25/2020	320 S 1ST ST- PS #1	603-738-52003	118.39
COLUMBIA RIVER PUD	INV0001057	11/25/2020	145 N RIVER ST- PS 2	603-738-52003	67.33
COLUMBIA RIVER PUD	INV0001057	11/25/2020	124 S 4 ST - PS 3	603-738-52003	32.74
COLUMBIA RIVER PUD	INV0001057	11/25/2020	35139 MAPLE ST. - PS 11	603-738-52003	70.07
<b>Fund 603 - SEWER Total:</b>					<b>3,288.02</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
TYLER TECHNOLOGIES INC	025-314209	11/25/2020	GL CONVERSION	702-000-52006	750.00
TYLER TECHNOLOGIES INC	025-315626	11/25/2020	EMPLOYEE SELF SERVICE	702-000-52006	21,625.80
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>22,375.80</b>
<b>Fund: 703 - PW OPERATIONS</b>					
COLUMBIA RIVER	INV0001054	11/25/2020	DOWNPAYMENT CABINET	703-734-52019	2,740.00
COLUMBIA RIVER PUD	INV0001057	11/25/2020	984 OREGON ST - PW SHOP	703-734-52003	120.34
COLUMBIA RIVER PUD	INV0001057	11/25/2020	1230 DEER ISLAND RD - PW	703-734-52003	51.36
COLUMBIA RIVER PUD	INV0001057	11/25/2020	984 OREGON ST	703-734-52003	358.16
COLUMBIA RIVER PUD	INV0001057	11/25/2020	650 OREGON ST -LEMONT	703-734-52003	248.62
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>3,518.48</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
PEAK ELECTRIC GROUP LLC	21506	11/24/2020	DIAGNOSTIC	704-000-53025	130.00
COLUMBIA RIVER	INV0001054	11/25/2020	DOWNPAYMENT CABINET	704-000-53017	1,825.40
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>1,955.40</b>
<b>Grand Total:</b>					<b>56,194.63</b>



**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	9,239.44
202 - COMMUNITY DEVELOPMENT	5,938.15
205 - STREETS	4,006.40
601 - WATER	5,872.94
603 - SEWER	3,288.02
702 - INFORMATION SYSTEMS	22,375.80
703 - PW OPERATIONS	3,518.48
704 - FACILITY MAJOR MAINTNANCE	1,955.40
<b>Grand Total:</b>	<b>56,194.63</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-20700	State Surcharge	860.00
100-000-20800	State Assessment	2,838.97
100-000-20900	County Assessment	949.45
100-000-36002	Fines - Court	125.05
100-702-52011	Public Information	20.00
100-705-52003	Utilities	500.04
100-706-52003	Utilities	536.14
100-706-52033	Printed Materials	92.83
100-706-52034	Visual Materials	61.97
100-707-52001	Operating Supplies	59.80
100-708-52003	Utilities	1,075.92
100-708-52046	Dock Services	319.66
100-708-52047	Marine Board	26.33
100-715-52003	Utilities	1,052.13
100-715-52005	Small Equipment	221.15
100-715-52009	Postage	500.00
202-721-52096	CDBG Grant Expenses	1,350.00
202-724-52019	Professional Services	4,314.30
202-725-52003	Utilities	273.85
205-000-52003	Utilities	4,006.40
601-731-52003	Utilities	2,024.42
601-732-52003	Utilities	3,848.52
603-735-52003	Utilities	25.56
603-736-52003	Utilities	1,307.37
603-737-52003	Utilities	1,307.36
603-738-52003	Utilities	647.73
702-000-52006	Computer Maintenance	22,375.80
703-734-52003	Utilities	778.48
703-734-52019	Professional Services	2,740.00
704-000-53017	Capital Outlay - Rec Center	1,825.40
704-000-53025	Capital Outlay - Sr Center	130.00
Grand Total:		56,194.63

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	56,194.63
<b>Grand Total:</b>	<b>56,194.63</b>