



COUNCIL REGULAR SESSION

Wednesday, March 17, 2021 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Doug Morten
Councilor Patrick Birkle
Councilor Stephen R. Topaz
Councilor Jessica Chilton

<https://zoom.us/j/98889805490?pwd=eXZlaEpNYWkrTUVqbm10TEhYWVpnUT09>

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LOCATION & CONTACT:

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

DELIBERATIONS

1. Annexation of 35526 Firway Lane (Sell)
2. Annexation of 58830 Firlok Park Street (Frank)

ORDINANCES - First Reading

1. Ordinance No. 3260: 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

RESOLUTIONS

2. Resolution No. 1912: A Resolution of the City of St. Helens City Council Authorizing Application for an Infrastructure Finance Authority Loan to Design and Construct Riverfront District Public Infrastructure

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

3. Contract Extension with Hasa, Inc. for Sodium Hypochlorite at WWTP
4. Covenant to Bind Property for N. 7th Street Affordable Housing Project
5. Contract Payments

CONSENT AGENDA FOR ACCEPTANCE

6. Library Board Minutes dated December 14, 2020
7. Parks & Trails Commission Minutes dated January 11, 2021
8. Planning Commission Minutes dated February 9, 2021

CONSENT AGENDA FOR APPROVAL

9. Council Work Session, Executive Session, Special Session, and Regular Session Minutes dated March 3, 2021

[10.](#) OLCC Licenses

[11.](#) 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/98889805490?pwd=eXZlaEpNYWkrTUVqbm10TEhYWVpnUT09>

Meeting ID: 988 8980 5490

Passcode: 333221

Dial by your location: 1 253 215 8782

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
ORDINANCE NO. 3260

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: March 17, 2021
Read the second time: April 7, 2021

APPROVED AND ADOPTED this 7th day of April 2021, 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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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 _____, 2031, unless extended or terminated sooner as hereinafter provided.
- 3.4 Effective Date.** The Effective Date of this Agreement shall be _____, 2021 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).
- (D) **Origination Points.** An additional Origination Point may be required at one (1) future public site and shall be provided by Grantee within ninety (90) days following receipt of written notice from Grantor, at the expense of Grantee, up to a distance of one hundred twenty-five (125) feet from Grantee's existing outside plant facilities. Grantor shall be responsible for any additional actual connection costs beyond the one hundred twenty-five (125). Such additional costs may be paid for from the PEG capital fee in Section 10.(C).

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
11309 SW 68th Parkway
Tigard, OR 97223

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 _____, 2021.

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. 1912

A RESOLUTION OF THE CITY OF ST. HELENS CITY COUNCIL AUTHORIZING APPLICATION FOR AN INFRASTRUCTURE FINANCE AUTHORITY LOAN TO DESIGN AND CONSTRUCT RIVERFRONT DISTRICT PUBLIC INFRASTRUCTURE

WHEREAS, the Business Oregon Infrastructure Finance Authority is accepting applications through their Special Public Works Fund for a low-interest loan to develop and construct public infrastructure projects; and

WHEREAS, the City of St. Helens desires to participate in this loan program as a means of furthering redevelopment of the Riverfront District by providing design and construction of: the St. Helens Riverwalk boardwalk and trail, the Columbia View Park stage, Strand Street and S. 1st Street extensions to Plymouth Street, public utility extensions, and key downtown intersection improvements; and

WHEREAS, redevelopment of the Riverfront District is identified as a priority in the City of St. Helens Strategic Workplan 2020-2022, Goal 4 Economic Development to promote and encourage development of the Riverfront District as a vibrant, accessible economic center and destination for residents and tourists; and

WHEREAS, the need for design and construction of the St. Helens Riverwalk Project and the street and utility extensions were identified as a top priority in multiple long-range planning and community engagement efforts, including: the Parks & Trails Master Plan (July 2015), the St. Helens Waterfront Framework Plan (2016), the St. Helens Urban Renewal Plan & Report (2017), and the St. Helens Riverfront Connector Plan (2019); and

WHEREAS, the City of St. Helens Urban Renewal Agency has available funds to fulfill its obligation related to this loan application should the funds be awarded; and

WHEREAS, the City of St. Helens will provide adequate funding for on-going operations and maintenance of these new public infrastructure facilities should the funds be awarded; and

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

Section 1. The City Council authorizes a loan application to the Business Oregon Infrastructure Finance Authority’s Special Public Works Fund to fund design and construction of public infrastructure related to the Riverfront Redevelopment Project.

APPROVED AND ADOPTED by the City Council on March 17, 2021 by the following vote:

Ayes:
Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXTENSION OF MATERIALS AND SERVICES CONTRACT

This Extension is made on March 17, 2021, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and **Hasa, Inc.** (“Contractor”).

RECITALS

A. WHEREAS, on or about March 6, 2019, St. Helens and Contractor entered into a contract (“Contract”) in which Contractor agreed to provide materials (“Materials”) and services (“Services”) of 12.5% Sodium Hypochlorite to the Wastewater Treatment Plant; and

B. WHEREAS, Paragraph 4 of the Contract provides that the contract terminates on March 31, 2020, and that the City reserves the right to extend the contract for a period of two (2) years in one (1) year increments; and

C. WHEREAS, the contract was extended on March 4, 2020 to March 31, 2021; and

D. WHEREAS, St. Helens and Contractor mutually desire to extend the term of the contract for an additional year.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the contract signed on or about March 6, 2019, shall be amended to reflect a **termination date of March 31, 2022**, unless earlier terminated according to the terms of the Contract.

2. Terms of Compensation are amended from \$1.01 per gallon to \$1.035 per gallon.

3. All other terms and conditions of the Contract, as previously amended, shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon municipal corporation

HASA, INC.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____



Keeping your Water safe
and clean since 1964

Hasa, Inc.
3401 Industrial Way
Longview, WA 98632
Tel: (360) 578-9300
Info@HasaPool.com

TO: Aaron Kunders
FROM: Max Jurgenson – Hasa, Inc.
DATE: March 5th, 2021
SUBJECT: City of St. Helens WWTP Price Quotation

Customer Name	Effective Date	Product	Package	Price
City of St Helens WWTP	4/5/2021	Multi-chlor 12.5% Sodium Hypochlorite: 07000	4,700 [gal] bulk	1.035 [\$/gal]

EXPIRATION DATE: 3/31/2021
PAYMENT TERMS: Net 30 days
DEMURRAGE: 2 [hr] free unload time / \$17.50 [p/quarter hr] thereafter
WEEKEND CHARGE: \$300.00 + \$75.00 [p/hr], 2 [hr] minimum
RESTOCKING FEE: 25%, + Freight

Quotation prepared by:

Max Jurgenson
Industrial Sales
Hasa, Inc
(360) 540-0472
MaxJurgenson@hasapool.com



AFTER RECORDING RETURN TO:

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

This space is reserved for recorder's use.

**DECLARATION OF
COVENANT TO BIND PROPERTY**

Whereas, the City of St. Helens, an Oregon municipal corporation (“Declarant”) is the owner of the real property legally described as:

Lots 16, 17, 18 and 19, Block 62, CITY OF ST. HELENS, Columbia County, Oregon.

Deed Reference No.: 2011-547

consisting of 4 city lots (collectively, the “Property”); and

Whereas, Declarant desires to develop Property with a multidwelling development; and

Whereas; a condition of approval of Conditional Use Permit CUP.4.17 requires that the Property be burdened as if it were a single lot or unit of land for minimum lot size requirements (allowed dwelling unit density) and to allow the principle building and other improvements to cross lot lines.

Now, therefore, in consideration of such approval:

DECLARANT hereby declares that the Property hereto shall be held, used, developed, conveyed and sold subject to the following covenants, conditions and restrictions:

1. The Property consists of several lots each of which is part of a general building plan or general scheme of development with the use of each lot benefiting and burdening the other lots. Accordingly, the Property shall be considered a single unit of land and any conveyance of the Property or any portion thereof shall be subject to this restriction. The Property may be sold, transferred or conveyed only in its entirety.

2. This Declaration of Covenants (“Covenant”) shall constitute a restrictive covenant burdening the Property and benefiting the City of St. Helens (as a governing agency) and shall

run with the land described herein and shall be binding on the Declarants, and the successors and assigns of Declarants.

3. This Covenant shall not operate to modify the lot lines or otherwise consolidate the lots, each of which shall remain discrete.

4. The City of St. Helens (as a governing agency) may bring an action to enforce compliance with the terms of the covenants, conditions and restrictions created by this instrument. It may be modified, removed or terminated only if an authorized representative of the City of St. Helens approves and executes a written modification or release, which approval and execution shall be in the sole discretion of the City of St. Helens. If the City of St. Helens is still the owner of Property at the time of proposed modification or release, this may be modified, removed or terminated only after a public hearing with consideration by and a recommendation from the City of St. Helens Planning Commission on the matter.

5. Declarants shall record this Covenant in the Columbia County property records.

The undersigned hereby represent that they have read, understand and consent to imposition of the covenants, conditions and restrictions set forth herein on the Property.

By: _____ (printed name) _____ (signature)

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing Instrument as acknowledged before me this _____ day of _____, 20____, by Rick Scholl as Mayor of the City of St. Helens, an Oregon municipal corporation.

NOTARY PUBLIC FOR OREGON

My Commission Expires:_____

CONTRACT PAYMENTS

City Council Meeting
March 17, 2021

Keller Associates, Inc.

Project: P-511 Stormwater Master Plan Update (Inv#210362)	\$	18,679.96
Project: P-511 Sanitary Sewer Master Plan Update (Inv#210363)	\$	<u>20,333.60</u>
Total	\$	39,013.56



245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

March 2, 2021

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

Transmitting Invoice No. 210362 – St Helens - Stormwater Master Plan

City of St Helens:

Please find attached invoice in the amount of \$18,679.96 for project number 220060-001. During the month of January, Keller Associates completed the following engineering services:

- Project management
- Survey sub coordination and invoice
- Flow monitoring coordination and data processing
- Flow monitoring removal
- Hydraulic model development
- Hydrologic model development
- System mapping, basin delineation/clarifications

Starting with our December invoices, each invoice will have a unique number assigned instead of sequential numbering for each project/task order. If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, P.E.
Project Manager

APPROVED FOR PAYMENT

INIT	DATE
<u>MP</u>	<u>3/19/21</u>
<u>SU</u>	<u>3-10-2021</u>

ACCOUNTS PAYABLE
FINANCE
SUPERVISOR

304-000-52019



City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

February 15, 2021
Project No: 220060-001
Invoice No: 0210362

Project 220060-001 St Helens - Stormwater Master Plan

Project Manager: *[Signature]*

Professional Services from January 1, 2021 to January 31, 2021

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete	42.00	Total Earned	9,960.30	
		Previous Fee Billing	9,486.00	
		Current Fee Billing	474.30	
		Total Fee		474.30
		Total this Task		\$474.30

Task	002	Data Acquisition & Surveying		
Task 2A: Data Acquisition / Review				
Fee				
Total Fee		32,448.00		
Percent Complete	90.00	Total Earned	29,203.20	
		Previous Fee Billing	20,442.24	
		Current Fee Billing	8,760.96	
		Total Fee		8,760.96
		Total this Task		\$8,760.96

Task 2B: Survey / Field Work

Consultants

Consultants - Reimbursable - Line Item

2/4/2021 Forty Five North Surveying, LLC 4,640.00

Total Consultants 1.0 times 4,640.00 4,640.00

Billing Limits

	Current	Prior	To-Date
Total Billings	4,640.00	5,360.00	10,000.00
Limit			10,000.00

Total this Task \$4,640.00

Total this Task \$13,400.96

Task	003	Technical Analysis		
Fee				
Total Fee		48,047.00		
Percent Complete		47.00	Total Earned	22,582.09
			Previous Fee Billing	17,777.39
			Current Fee Billing	4,804.70
			Total Fee	4,804.70
			Total this Task	\$4,804.70

Task	004	Engineering Standards and Comprehensive		
Fee				
Total Fee		5,110.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	005	Staffing Level Analysis		
Fee				
Total Fee		3,745.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	006	Capital Improvement Plan		
Fee				
Total Fee		18,877.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	007	Final Plan Documentation and Public Meetings		
Fee				
Total Fee		13,137.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Total this Invoice \$18,679.96

Outstanding Invoices

Number	Date	Balance
0000001	8/18/2020	2,546.16
0000002	9/17/2020	12,898.34
0000003	10/26/2020	11,974.59
0000004	11/17/2020	474.30
0210249	1/27/2021	20,410.73
		48,304.12

Billings to Date

	Current	Prior	Total
Fee	14,039.96	47,705.63	61,745.59
Consultant	4,640.00	5,360.00	10,000.00
Totals	18,679.96	53,065.63	71,745.59

Billing Backup

Monday, February 15, 2021

Keller Associates, Inc.

Invoice 0210362 Dated 2/15/2021

8:33:27 AM

Project 220060-001 St Helens - Stormwater Master Plan

Task 002 Data Acquisition & Surveying

Consultants

Consultants - Reimbursable - Line Item

AP 0039445	2/4/2021	Forty Five North Surveying, LLC	4,640.00		
		Total	1.0 times	4,640.00	4,640.00
		Consultants			
				Total this Task	\$4,640.00
				Total this Task	\$4,640.00
				Total this Project	\$4,640.00
				Total this Report	\$4,640.00



March 2, 2021

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

Transmitting Invoice No. 210363 – St Helens – Sanitary Sewer Master Plan

City of St Helens:

Please find attached invoice in the amount of \$20,333.60 for project number 220060-002. During the month of January, Keller Associates completed the following engineering services:

- Project management
- Survey sub coordination and invoice
- Flow monitoring coordination and data processing
- Flow monitoring removal
- System mapping, clarifications
- Lift station writeup updates
- Model development, loading
- CCTV review

Starting with our December invoices, each invoice will have a unique number assigned instead of sequential numbering for each project/task order. If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, P.E.
Project Manager

APPROVED FOR PAYMENT

INIT	DATE
	3/10/21
ACCOUNT PAYABLE	3-10-2021
FINANCE	
SUPERVISOR	

303-000-52019



City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

February 15, 2021
Project No: 220060-002
Invoice No: 0210363

Project 220060-002 St Helens - Sanitary Sewer Master Plan

Project Manager: *[Signature]*

Professional Services from January 1, 2021 to January 31, 2021

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete	42.00	Total Earned	9,960.30	
		Previous Fee Billing	9,486.00	
		Current Fee Billing	474.30	
		Total Fee		474.30
			Total this Task	\$474.30

Task	002	Data / Survey		
Task 2A: Data Gathering / Review / I&I Evaluation				
Fee				
Total Fee		47,483.00		
Percent Complete	78.00	Total Earned	37,036.74	
		Previous Fee Billing	24,691.16	
		Current Fee Billing	12,345.58	
		Total Fee		12,345.58
			Total this Task	\$12,345.58

Task 2B: Survey / Field Work

Consultants

Consultants - Reimbursable - Line Item

2/4/2021	Forty Five North Surveying, LLC	2,360.00		
	Total Consultants	1.0 times	2,360.00	2,360.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	2,360.00	2,640.00	5,000.00	
Limit			5,000.00	
		Total this Task		\$2,360.00
		Total this Task		\$14,705.58

Task	003	Technical Analysis		
Fee				
Total Fee		46,852.00		
Percent Complete		41.00	Total Earned	19,209.32
			Previous Fee Billing	14,055.60
			Current Fee Billing	5,153.72
			Total Fee	5,153.72
			Total this Task	\$5,153.72

Task	004	Engineering Standards and Comprehensive Plan		
Fee				
Total Fee		5,110.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	005	Staffing Level Analysis		
Fee				
Total Fee		3,745.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	006	Capital Improvement Plan		
Fee				
Total Fee		21,268.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	007	Final Plan Documentation and Public Meetings		
Fee				
Total Fee		13,138.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Total this Invoice \$20,333.60

Outstanding Invoices

Number	Date	Balance
0000001	8/20/2020	2,846.86
0000002	9/23/2020	14,871.67
0000003	10/26/2020	13,282.09
0000004	11/17/2020	474.30
0210241	1/27/2021	14,197.35
		45,672.27

Billings to Date

	Current	Prior	Total
Fee	17,973.60	48,232.76	66,206.36
Consultant	2,360.00	2,640.00	5,000.00
Totals	20,333.60	50,872.76	71,206.36

Billing Backup

Monday, February 15, 2021

Keller Associates, Inc.

Invoice 0210363 Dated 2/15/2021

8:37:34 AM

Project 220060-002 St Helens - Sanitary Sewer Master Plan

Task 002 Data / Survey

Consultants

Consultants - Reimbursable - Line Item

AP 0039445	2/4/2021	Forty Five North Surveying, LLC	2,360.00		
	Total	1.0 times	2,360.00	2,360.00	
	Consultants				
				Total this Task	\$2,360.00
				Total this Task	\$2,360.00
				Total this Project	\$2,360.00
				Total this Report	\$2,360.00

City of St. Helens
Library Board
Minutes from Monday, December 14, 2020
 St. Helens Public Library via ZOOM

Members Present

Becky Bean
 Lisa Beardslee
 Patrick Birkle
 Dan Davis
 Amanda Heynemann, Past Chair

Members Absent

Melisa Gaelrun-Maggi, Chair
 Margie Stanko, Vice Chair

Guests

Councilors in Attendance

Stephen Topaz

Staff Present

Margaret Jeffries, Library Director
 Dan Dieter, Library Board Secretary

&

CALL MEETING TO ORDER: The meeting was called to order at 7:16pm by Past Chair Heynemann.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes were reviewed and approved.

REVIEW INTERVIEW QUESTIONS FOR PROSPECTIVE LIBRARY BOARD MEMBERS: The group discussed the interview questions that were reviewed by Member Stanko. The group decided that the questions were fine but wanted to add an additional note to question 14, where it was felt that the interviewee should be asked if they had read the three statements that were added to the Library's website. The three statements are the Library Bill of Rights, the Freedom to Read and the Freedom to View Statements. Members wanted to be able to ask interviewees if they had read the statements to confirm their understanding of library core principles. Prospective Library Board members will be given the opportunity to read the statements prior to the interview. Member Bean noted that the questions were written as open ended questions, instead of 'yes / no' questions, which will hopefully lead to more dialogue in the interview. The group discussed the timing of the ad placement and the possibility

of using Zoom to conduct interviews. Director Jeffries will tell the social media team when to start putting out similar information.

CONTINUED DISCUSSION OF REVISIONS TO THE LIBRARY MUNICIPAL CODE – GIFTS AND BEQUESTS:

The group discussed the Library Municipal Code, specifically the section that describes gifts and bequests. The group discussed the language in the code that describes solicitation of gifts and specifically how gifts benefit the Library as compared to the City. Examples discussed included gifts to the Library that might be placed on Library property, which might create maintenance of the item for the City. Member Davis asked about removing that section all together. Director Jeffries stated that she would talk to City Administrator Walsh about the Library's Municipal Code and how it is different than the codes for other boards and commissions. Councilor Topaz asked if there would be a legal review of the code. Director Jeffries stated that that would happen after changes are made. Member Davis asked if there was a reason for that specific language to be in the code. The group discussed the efficacy of having the Library Department and the Library Board described in the same code.

LIBRARY DIRECTOR'S REPORT: Director Jeffries stated that Northwest STEM Hub awarded the Library a \$5,000 sustaining grant to expand its hands-on educational programs. A scope document is being developed to detail how the funds will be utilized. This grant also requires a master services agreement between the City and the Northwest STEM Hub. We have received the money and the agreement will be before the City Council at their next meeting. Director Jeffries stated that she recently completed a required OSHA form that details our Covid-19 infection control plan. Staff are familiar with the plans and changes made will reduce our risk exposure, for example, using a cart to hold checked out items for patrons to pick up, thus reducing face-to-face experiences.

CITY COUNCILOR'S REPORT: Councilor Topaz stated that two new councilors are coming on as well as a new director of facilities. This might lead to new Councilor assignments. There is new carpet and plaster in the upstairs of the City offices.

BOARD MEMBER CONCERNS / COMMENTS / QUESTIONS: Member Birkle commended library staff on how they were working with patrons during a recent visit. Director Jeffries stated that patrons have expressed appreciation for Library Assistants and their assistance with choosing books to read. Past Chair Heynemann wanted to thank Member Birkle for being on the Board. The group congratulated Member Birkle on being elected to the City Council.

SUMMARIZE ACTION ITEMS: N/A

NEXT MEETING: The next regularly scheduled meeting will be Monday, January 11, 2021 at 7:15 p.m. via Zoom.

ADJOURNMENT: Past Chair Heynemann adjourned the meeting at 9:00 pm.

CR

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2020-2021 Library Board Attendance Record

Item #6.

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	P	E	P	P	P	P	P		
12-14-2020	P	P	P	P	E	P	E		
01-11-2021									
02-08-2021									
03-08-2021									
04-12-2021									
05-10-2021									
06-14-2021									

City of St. Helens
Library Board
Minutes from Monday, February 24, 2021
 St. Helens Public Library via ZOOM

Members Present

Dan Davis
 Melisa Gaelrun-Maggi, Chair
 Amanda Heynemann, Past Chair
 Margie Stanko, Vice Chair

Members Absent

Becky Bean
 Lisa Beardslee

Guests**Councilors in Attendance**

Stephen Topaz

Staff Present

Margaret Jeffries, Library Director
 Dan Dieter, Library Board Secretary



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

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes were reviewed and approved.

LIBRARY BOARD VACANCY: Director Jeffries stated that as of this date, no applications have been received. The group discussed the need to ask friends, etc., to find potential candidates. The information was posted in the local papers as well as Facebook. The group discussed the possibility of posting the information again later in the year because community members might be hesitant with the pandemic still making an impact.

LIBRARY CARD POLICIES FOR RESIDENT CARDS: The group discussed the renewal period for residential cards. In keeping with current conventions, the staff suggested making the renewal period two years instead of one year. The group discussed the convenience to residential patrons, and the potential for a patron to move and become a non-resident and not get charged the non-resident fee in a timely manner. The group discussed the need to check our policies and ordinances to make

sure there isn't any language stating that all cards are to renew on a yearly basis. Councilor Topaz asked what percentage of patrons would this impact? The group discussed all of the card types, renewal dates, and concluded that the two-year renewal for resident cards would be acceptable.

CONTINUED DISCUSSION OF REVISIONS TO THE LIBRARY MUNICIPAL CODE: The group discussed the changes suggested, including updates to Section 2.28.070 Officers and 2.28.080 Duties and Powers. These changes would reflect current practices. It was also suggested that Section 2.28.080 be retitled Responsibilities. The City Council will be asked to accept the suggested once we have completed our review of the other sections of the code.

LIBRARY DIRECTOR'S REPORT: Director Jeffries stated that Youth Librarian Gretchen Kolderup was a co-winner of the City's Employee of the Year award. Youth Librarian Kolderup has been ordering materials to finish the Makerspace. The Makerspace is now fully outfitted with tables and chairs, and a number of new machines, including a 3D printer. Director Jeffries asked all members to make sure they submitted an acknowledgment to the City that they have read the current Ethics Statement. The Oregon Library Association has asked that library workers be included in Phase 1B, as the Governor has not specifically addressed libraries in the current plan. The Scappoose Public Library has applied for an American Library Association grant to assist in offering a county-wide Columbia County Reads program this fall. The title under consideration is available for different reading levels. The group discussed when and how to offer computer appointments. Director Jeffries stated that the City had noticed that the Library building's water usage was extraordinarily high and after an investigation it was determined that there is a leak underground in the front of the building. The City will begin repairs immediately. Director Jeffries also stated that she is working on updating the Library Assistant's job description.

CITY COUNCILOR'S REPORT: Councilor Topaz stated that job descriptions were recently rewritten. Also, the work between the Rec Center and the Youth Librarian has been well received.

BOARD MEMBER CONCERNS / COMMENTS / QUESTIONS:

SUMMARIZE ACTION ITEMS: N/A

NEXT MEETING: The next regularly scheduled meeting will be Monday, March 8, 2021 at 7:15 p.m. via Zoom.

ADJOURNMENT: Chari Gaelrun-Maggi adjourned the meeting at 8:30 pm.



Respectfully submitted by:

Library Board Secretary, Dan Dieter

2020-2021 Library Board Attendance Record

Item #6.

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	P	E	P	P	P	P	P		
12-14-2020	P	P	P	P	E	P	E		
01-11-2021	Meeting Cancelled								
02-24-2021	E	E	-	P	P	P	P		
03-08-2021									
04-12-2021									
05-10-2021									
06-14-2021									



PARKS AND TRAILS COMMISSION

Monday, January 11, 2021 at 4:00 PM

MINUTES

PRESENT

- Chair Carmin Dunn
- Vice Chair Elisa Mann
- Commissioner Jerry Belcher
- Commissioner Howard Blumenthal
- Commissioner John Brewington
- Commissioner Lynne Pettit
- Commissioner Paul Barlow

ABSENT

- Commissioner Jacob Woodruff
- Commissioner Walter Fowler

STAFF PRESENT

- Doug Morten
- Mouhamed Zaher
- Sheri Ingram
- Thad Houk
- Shanna Duggan

OTHERS PRESENT

- Mike Tagliavento
- Sue Mueller
- Fred Love
- Crystalyn Bush
- Clair Catt
- Greg B.
- Terry Knoop

CALL TO ORDER - 4:03 P.M.

APPROVAL OF MINUTES

1. Approve Minutes of December 12, 2020

Motion made by Commissioner Brewington, Seconded by Commissioner Blumenthal to approve the Minutes of December 12, 2020.

Voting Yea: Chair Dunn, Vice Chair Mann, Commissioner Belcher, Commissioner Blumenthal, Commissioner Brewington, Commissioner Pettit, Commissioner Barlow

TOPICS FROM THE FLOOR: From attendees not otherwise of the agenda

Mike Tagliavento with Riverclub Estates and is speaking on behalf of the board. Christmas week, he found Public Works installing signage right behind the houses and it caught them off guard. He is trying to understand what has transpired to generate the signs which don't seem to be located anywhere else in the refuge. They are tall, large intrusive signs that take away from the ambience of the property. He is wondering if they have answers to it and Dunn said she is not sure if anyone would and that he may need to talk to Public Works. Zaher said he met with the Public Works Supervisor and went to the site and took pictures. There are individuals, we don't know who, that have been dumping stuff so that is what initiated the reason to have the no dumping signs where they currently are. One of the neighbors mentioned sign color but these type of signs are required to be a particular color, for example, stop signs are always red. There are specific reasons for those sign colors. We don't know who is dumping stuff there. There were several areas scattered around so that is why the signs were put in that area. That is the responsibility of and a liability for the City.

Tagliavento gave a little history and said the homeowners have been managing that property for about 20 years by picking up and cleaning and maintaining it. They have spent thousands of dollars out of their own pockets by abating blackberries as they grow so rapidly and choke the entire valley. They have a vested position in the property that parallels the City. Nobody wants to see it dumped on. Instead of signs, the Riverclub Estates board can take immediate action once they are made aware of a situation and penalize those parties accordingly. He's hoping to meet with Zaher so they can resolve these issues internally quickly and make sure they don't happen again rather than the signage in the back yard. Would they allow them to self-police and consider removing the signs.

Zaher said he is flexible and open to the idea of policing it in a joint venture. The biggest issue is monitoring it and the signs are on City property. Another option is we could put a fence there to make it protected but that would be a lot worse than a sign. It is a liability issue and we need to protect the City property. Maybe we can lower the signs.

Tagliavento said it would be great if they could be lowered and they would appreciate it if they could be moved back a further distance from the decks. They are so close, it takes away from the ambience of the area. Zaher said he is willing to consider other options and they can talk later offline and he is welcome to set up a meeting any time. Tagliavento will call Zaher later for a meeting.

Belcher said he had a long talk with Fred Love and there were a lot more issues than what was brought up here. There has been dumping in there by the neighbors on the ODOT property and the Friends of Dalton Lake don't want that going on in a nature preserve. There were native willows that had been cut and allegedly, the neighbors had cut them to improve their view. Tagliavento said over the years they have been managing the property quietly, he has frequently gone to the City offices and updated them as to what they are doing and asking if they can do certain things and the City told him as long as you aren't upsetting your neighbors, it's fine with us. They have never been told they can't do

something. They have thinned some volunteer cottonwoods down by the water every few years. He said he has presented that and no one has refuted it in the past.

Belcher said another thing brought up in his conversation with Love was the reed canary grass down there. Belcher said it can be invasive and the Homeowners Association is concerned about fire damage. That could be mitigated by putting in lower native vegetation. Pettitt said she would like to be in on the meeting.

Kathy Syrstad said there is a major flooding problem in McCormick Park in the winter on walking trail. Two exercise trails are under water and ducks have made it their temporary home. The problem seems to be worse since BMX work done. It didn't seem to flood that badly in the winter before that work was done. Zaher wasn't aware of issue so will look into it.

Duggan has an opportunity for a new trail called Born Learning Trails through United Way and Claire Catt is taking it back to her board on Thursday for funding. They are similar to the story trails but are for early learning with action items they do when they get to a certain post. She shared a picture of one. If Catt gets funding, she will bring it back and put on a future Parks Agenda. The website is www.bornlearning.org. It looks like we would be the first in Oregon to get one. She would work with Public Works to get it installed.

Dunn said welcome to Zaher and we are happy to have him here. Zaher said this is his first time here so great to meet everyone. He is happy to be part of the City of St. Helens team and working to make our community a better place and provide the best service to our citizens.

COUNCILOR'S REPORT

Morten said he is happy to be here. He thought he might go to another department and is glad the Mayor kept the status quo with the Parks Commission. He called Ingram because sometimes things fall through the cracks when things get recommended to Council. It's up to him to deliver those things and he needs to deliver items that don't go on the agenda so Ingram will now send him things that don't end up on the agenda so things don't end up falling through the cracks. So if things happen in these meetings that don't end up going to Council, any of them can e-mail him to remind him of them.

Hopefully we can resolve issues about signage at Dalton Lake. Pettitt has been to meetings and tried to reach out to groups. They are working on the salmon habitat in Dalton Lake and one issue was to remove the culvert to help the natural flow of tidal waters. What spurred this on was we had environmentalists from all over the State there for a meeting about what they were going to do and several of them ventured over into the area and they were appalled that someone took a brush hog in and cut a swath about 30-40 feet wide of grass that contributes to the rehabilitation of salmon habitat. We followed up with Public Works and get a survey done to see where property lines are. He spoke briefly with the Columbia City mayor at one time and spoke briefly to make some awareness of the situation.

NEW BUSINESS

2. Elect Officers

Dunn said in the past they had moved the Vice Chair to Chair so she asked if Mann was comfortable with that. She said she would rather not so Dunn said we could put it out for nominations. Belcher thinks it's good to rotate through the leadership. Dunn said we can take nominations because we aren't going to force anyone to do it. Nobody else was interested so Dunn was okay with doing it

again. Ingram said the sole duty of the Chair is to run the meeting and now with having Zoom meetings, they are also helping out with letting people into the meetings and muting/unmuting them so that is an extra duty now besides just running the meeting. Dunn said comfortability with Zoom is a prerequisite.

Motion made by Commissioner Blumenthal to reappoint Dunn Chair, Seconded by Commissioner Pettit.

Voting Yea: Chair Dunn, Vice Chair Mann, Commissioner Blumenthal, Commissioner Brewington, Commissioner Pettit, Commissioner Barlow

Voting Nay: Commissioner Belcher

Motion made by Commissioner Belcher to appoint Brewington Vice Chair, Seconded by Commissioner Blumenthal.

Voting Yea: Chair Dunn, Vice Chair Mann, Commissioner Belcher, Commissioner Blumenthal, Commissioner Brewington, Commissioner Pettit, Commissioner Barlow

3. Millard Road Property

Dunn shared previous maps that Dimsho had brought to them to vote on before for park options. Pettit went to a meeting where they had brought up the possible sale of property. She thought they wanted low impact housing in there. Morten said it was zoned Mixed Use. With Mixed Use it could be a park, businesses, cottage clusters or any number of things. Brewington said when they talked about it at Parks meeting a while back, they recommended making part of it a park and part assisted living. The property reverted back to the City when hospital failed. The property on Ross Road went to school district when the City acquired the hospital property. Ross Road was originally purchased by the City at a reduced priced and was going to be made into a park way back when. Morten said he fought it all the way and fought City Planner and was in favor of keeping it park land. The Parks Commission has weighed in heavily on part of it being a park. He would like them to keep the status quo of their previous recommendation and that would help him in his argument. Belcher said a couple of years ago the Parks Department thought it should be used for the community. If we sell, it is not a vision of the future. There will be a lot of homes in that area in 20-30 years and there is only one major park on that side of town so it could be a central area for people to recreate. If we get rid of this, there will probably not be another big area out there for the City to buy. Pettit lives a mile away and there isn't another park out there and she thinks it will be appreciated down the road if that is made into a park. She had a meeting with the Soil Conservation District and a citizen who lives on the other side of McNulty creek from where they are talking about took video of spawning Coho in the creek. So they want to go to the neighbors upstream and get reports on what they are seeing. Parks & Trails voted for option #1 with the park area in it before and it would be great for future generations. Blumenthal says the property was paid for by taxpayers with the hospital tax and it was given to the City and he doesn't think the City should sell it and make money off it when it was paid for by taxpayers. It should be given back to the community who helped buy it. Morten said a large group in the City who would like to see it used for public use. Mann said they have they gotten a lot of feedback from citizens on keeping it a park. Morten suggested they vote on it and he can take recommendation back to Council. Belcher said it is short sighted. When the area gets developed and people want a park out there, it will be hard to acquire property out there.

Morten said they should ask Ingram to e-mail Payne to put it on the Council Agenda and he would recommend they come to that meeting.

Motion made by Vice Chair Mann, Seconded by Commissioner Brewington to recommend to Council that they go with their original recommendation of Option 1 of the Master Plan for the property.

Voting Yea: Chair Dunn, Vice Chair Mann, Commissioner Belcher, Commissioner Blumenthal, Commissioner Brewington, Commissioner Pettit, Commissioner Barlow

4. Old Portland Road Path

Blumenthal said this is a major walkway to get in and out of the Riverfront District between downtown and 18th St. and he is concern about things that are degrading the path. There are a lot of rocks by 4th St. and someone put their sewer across it and that area is now gravel. Someone drives a semi across it and damaged it and there is an area where a sign was put in that is sunk in a bit.

Belcher said it can obviously be a trail or maybe the city can use sidewalk funds to upgrade it. Morten asked if Blumenthal could take pics of the problem areas and they could make it an action item for the Council. We will put on next agenda and Blumenthal will send pics to Ingram for the packet.

OLD BUSINESS

5. Master Plan List Additions

Morten thinks redoing the entire Master Plan is a waste of time and thinks they should be able to make addendums and send to Council. Otherwise it takes an enormous amount of time to redo the whole Master Plan.

Zaher said his roll is to revisit Master Plan and he will be working hand in hand with Parks and Public Works and Council to prioritize projects depending on where they stand in the Master Plan. Be patient, things will improve and get better.

Blumenthal said they need to pick a date once a year to collect these and pass them along to the City to get them in the Master Plan. Zaher said they need to abide by rules and regulations on getting things updated in the Master Plan to get funding. It's not easy to just add things.

Morten said the Council approved Urban Trail so staff will move forward on getting it into the Master Plan. Dunn asked where we go from here. Zaher will have information for them at the next meeting.

6. Parks & Rec Program Update

Duggan said they are welcome to go onto the website to see current programs. There are gnomes in the parks for an upcoming scavenger hunt. There is a grant pending for a nature trailer they can take to different parks for activities. They can e-mail her for info or go to the website or Facebook.

7. Dalton Lake Update

Pettit was going to give kudos to Public Works for the signs they put up. There were calls from Columbia City residents and they did a lot of talking. There was a misunderstanding that the property was owned by ODOT and City has an agreement. She thought signs were good to let them know not to dump and it is a natural area.

There has been a lot of misinformation on property lines and the people had not been informed. She thinks they should write a letter with the City informing them it is a nature preserve and letting them know who to contact with concerns.

Morten said it is not our property. Division of State Lands mitigated that property and he thinks we would be overstepping our bounds and we should see what ODOT thinks. Cutting willows and things could be severe. He doesn't know. We need to find out what the citizens of Columbia City want and see if we want the State to get involved. Pettit said we need to look at the cooperative management agreement and it addresses these issues. A letter would let people know especially on the south end where they are trying to get access and it would let them all know it is a nature preserve. It would be a simple letter saying it became a preserve in October of 2019 and this is what we would like to do, etc.

Morten said the State could easily become involved. People have already encroached on the property. Dunn thinks this has gone beyond Parks Commission scope. Zaher said lets see what neighbors want and doesn't feel we need to get lawyers involved. The signs can be lowered. Building a fence is going to make things worse. We want to move forward and be positive. Pettit asked if she should move forward with drafting a simple letter. She will probably get a new map from Planning with new trails they can put on the kiosk. She needs to report hours worked as a friends group to City Council. Morten said Blumenthal does that every six months with Nob Hill and sends it to Public Works, Council, etc. She has a spreadsheet she will forward to Zaher and Morten. Morten said send to Ingram too. She got an e-mail from CREST and they will get an invite around the first of February to discuss options on Dalton salmon habitat.

DISCUSSION ITEMS

Blumenthal had a meeting with Zaher and Watershed Council getting bids to do blackberry and ivy control along 5th St. trail.

We still have issues with people dumping on Grey Cliffs. There is a slide on trail and can see all the debris people dumping yard debris over the cliff. People at the end are still dumping even though there is a sign. There is about 50 feet where people are dumping where there are no signs. Can we put up signs? Dunn said maybe we should start by sending out a letter to homeowners so they know. He has notified Code Enforcement and even sent pictures of a guy dumping. Morten thought communication was a good idea and Council could draft a letter. We need to identify the area and outline the area on a map. Dunn said they can make a recommendation at the next meeting.

Houk said he met with playground people and staked out new playground. It is enormous. They will have to take out a couple of trees. Belcher asked what is the situation on the playground at Godfrey and Houk said there is still not a set plan - hopefully they will have one soon and can work on it after McCormick.

ADJOURNMENT - 5:58 PM



PLANNING COMMISSION

Tuesday, February 09, 2021 at 7:00 PM

APPROVED MINUTES

- Members Present:** Chair Cary
Vice Chair Hubbard
Commissioner Webster
Commissioner Semling
Commissioner Lawrence
Commissioner Pugsley
Commissioner Cavanaugh
- Members Absent:** None
- Staff Present:** City Planner Graichen
Associate Planner Dimsho
Community Development Admin Assistant Sullivan
Councilor Birkle
- Others:** Kathryn Frank

1. **7:00 P.M. CALL TO ORDER & FLAG SALUTE**
2. **CONSENT AGENDA**

- A. Planning Commission Minutes dated January 12, 2021

Motion: Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Draft Minutes Dated January 12, 2021. Commissioner Lawrence, Commissioner Cavanaugh and Commissioner Semling did not vote due to their absence at that meeting [AYES: Commissioner Pugsley, Commissioner Webster, Vice Chair Hubbard 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. **PUBLIC HEARING AGENDA** (times are earliest start time)

- B. **7:00 p.m. Annexation at 35526 Firway Lane - Mark & Elizabeth Sell**

Associate Planner Dimsho presented the staff report dated February 1, 2021. She showed a map where the property was located. She mentioned that most who apply to annex to the City want to connect to the City utilities. This applicant would like to annex because they want to be in the City. She mentioned it was about a half-acre property, no sidewalks, but a curb you can see. It is currently connected to McNulty water, and there is sewer available. She mentioned the zoning and that it was abutting property inside city limits. She said it is currently zoned County General Commercial. The Comprehensive Plan says this property is classified as Unincorporated Highway Commercial, so upon annexation Highway Commercial (Incorporated) would be the only option for zoning. If the house was ever destroyed the applicant would not be allowed to rebuild it due to its zoning.

Staff's recommendation is to annex it and to zone Highway Commercial.

Commissioner Pugsley asked when properties are annexed into the City why is it done one at a time rather than an entire block. Dimsho said it requires certain permissions from the applicant and the City has never forced an Annexation.

In Favor

No one spoke in favor.

Neutral

No one spoke as neutral testimony.

In Opposition

No one spoke in opposition.

End of Oral Testimony

There were no requests to continue the hearing or leave the record open.

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

There were no deliberations.

Motion: Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Annexation as written. [Ayes: Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley, Commissioner Cavanaugh, Vice Chair Hubbard; Nays: None]

C. 7:15 p.m. Annexation at 58830 Firlok Park Street - Kathryn & Charles Frank

Associate Planner Dimsho presented the staff report dated February 1, 2021. She showed a map where the property was located. She said the Applicant would like to connect to City water and that the property was not currently serviced by City sewer. She mentioned the property was abutting City limits and is zoned County Multi-Family Residential. Once they annex in, the only option for zoning is Apartment Residential. She mentioned frontage improvements cannot be required at annexation, but when the property is developed.

Vice Chair Cary asked about the insufficient sewer and what it would take to have sewer available. Dimsho mentioned it was a substantial improvement that would need to be done and was complicated for multiple reasons.

There was a small discussion about the sewer capacity and different types of private systems.

Frank, Kathryn. Applicant. Kathryn Frank was called to speak. She mentioned that she asked the City to connect to the sewer system but were denied. She said they do currently have approval for a septic system. She said they only plan on building a single-family dwelling.

In Favor

No one spoke in favor.

Neutral

No one spoke as neutral testimony.

In Opposition

No one spoke in opposition.

End of Oral Testimony

There were no requests to continue the hearing or leave the record open.

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

There were no deliberations.

Motion: Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Annexation as written. [Ayes: Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley, Commissioner Cavanaugh, Vice Chair Hubbard; Nays: None]

5. ST. HELENS INDUSTRIAL BUSINESS PARK (SHIBP) MASTER PLAN

D. SHIBP Master Plan Document

Associate Planner Dimsho said this was on the agenda so the Commission would be aware of the Plan. She presented a map that showed the three different Waterfront areas the City was currently working on. She said the City was actively working to get the Veneer property ready for development. She said the City was working on studying the repurposing of the oversized Wastewater Treatment Plan. Lastly, she discussed where the the St. Helens Industrial Business Park would be located, just south of the wastewater lagoon. She talked about a grant received to do some planning efforts on the site. She said the goal of the parcelization plan was to guide development of the site. She talked about some of the existing operations already on the site. She showed a few of the undeveloped rights-of-way. She also showed the phased plan for utility development.

There was a discussion about access roads and their location.

Dimsho presented a phase one cost summary and existing revenue sources.

There was a small discussion on what the City plans for selling different parcels.

There was a discussion about wetlands and how they would be treated in the development plan.

6. 2021 DEVELOPMENT CODE AMENDMENTS REVIEW

E. 2021 Development Code Amendments Document

City Planner Graichen presented an update of the Amendments Review. He said a notice was sent out to about four thousand property owners concerning the code change.

There was a small discussion about reviewing the changes and preparing for the Public Hearing in March.

7. PLANNING DIRECTOR DECISIONS (previously e-mailed to the Commission)

- a. Sign at 2296 Gable Road Ste. 230 – Integrity Signs of Oregon
- b. Sign at 254 N Columbia River Hwy – H & I Stonecasting
- c. Sign at 150 N 15th St – Frank Robison, People, Pets & Vets
- d. Sign at 150 N 15th St – Frank Robison, People, Pets & Vets

8. PLANNING DEPARTMENT ACTIVITY REPORT

F. January Planning Department Report

9. FOR YOUR INFORMATION ITEMS

Dimsho mentioned she submitted for the Certified Local Government grant. She said they will have ten-thousand dollars to award to an eligible historic property for exterior historic preservation work. She mentioned the Planning Commission would be scoring the applicants and eventually award the money.

Graichen mentioned there were two Public Hearings next meeting. He mentioned the Belton Road partition was coming back to the Planning Commission after the original application was withdrawn from the Land Use Board of Appeals.

Graichen also brought up that meeting in person is in the future. He said they would follow the City Council's lead on how to modify meetings for in-person.

Chair Cary welcomed Commissioner Cavanaugh to the Commission. Commissioner Cavanaugh discussed why she was interested in the Planning Commission and why she felt she would be a good fit to their team.

NEXT REGULAR MEETING: March 9, 2021

There being no further business before the Planning Commission, the meeting was adjourned 8:49 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 17th day of March, 2021 are the following Council minutes:

2021

- Work Session, Executive Session, Special Session, and Regular Session Minutes dated March 3, 2021

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 file name & signature block on Word document & copy Word document into Council minutes folder in Shared Drive
- Upload & publish in MuniCode
- 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, March 03, 2021

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator	Mouhamad Zaher, Public Works Director
Matt Brown, Assistant City Administrator	Bill Monahan, City Attorney
Kathy Payne, City Recorder	Mike De Roia, Building Official
Lisa Scholl, Deputy City Recorder	Sue Nelson, City Engineer
Brian Greenway, Policy Chief	Jenny Dimsho, Associate Planner
Jacob Graichen, City Planner	Crystal King, Communications Officer
Rachael Barry, Government Affairs & Project Support Specialist	April Messenger, Municipal Court Clerk
	Tina Curry, Event Coordinator

OTHERS

Jeff Auxier	Greg Pettit	Paul Vogel
Lorelei Juntunen	Lynne Pettit	Keith Buisman
Betsy Penziol	Amber	Nancy
Robert Salisbury	Mike Peebles	Matt Q.

CALL WORK SESSION TO ORDER – 1:00 p.m.

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

- ◆ Jeff Auxier, Columbia County District Attorney. He is in support of the proposed Public Safety Facility. He also supports the Ad-hoc Committee's recommendation to enact an administrative fee to fund it. They are at a crossroads with the criminal justice system and law enforcement. St. Helens has an excellent police chief and a lot of young, homegrown talent. Portland metro-area officers are looking for new places to work. Chief Greenway is turning St. Helens into a destination police force. Officers want the satisfaction of playing a meaningful role in making a police agency better and be able to work on major cases right away. The only thing he sees standing in the way of St. Helens Police becoming that kind of agency on a State level is the current headquarters. The experienced and highly trained officers from other agencies like the command staff, like the work St. Helens is doing, and are interested until they see the building. It creates barriers. There are currently no female officers, which really limits the justice system. Men and women share a locker room at the current facility. There are only two offices for the command staff to share. That is not appealing when trying to recruit from larger jurisdictions. The lack of interview rooms is very unprofessional. Making good cases and having solid, thorough investigations with quick plea deals that do not go to trial saves a lot of money for taxpayers. It would save the community

money to have a modern public safety facility. The momentum will hit a wall if they do not modernize the facility.

DISCUSSION TOPICS

1. Employee Length of Service Recognition

1:09 p.m.

Two employees have reached milestones in their employment with the City of St. Helens. The following individuals will receive a certificate and pin.

5 Years

Ethan Stirling started working for the City's Public Works Department in February of 2016 as a Utility Worker I. In May of 2019, he was promoted to Water Systems Operator where he currently serves today.

Initially, April Messenger began working for the City way back in 2007 as a part-time Deputy Court Clerk. However, due to budget cuts, her position was eliminated in 2009 and she was laid off. She was hired back on March 1, 2016, as an Office Assistant, eventually becoming a Utility, Banking, and Court Specialist in 2017 and a Court Clerk in 2020 where she currently is serving.

Congratulations, Ethan and April, and thank you for your service!

2. Columbia County Economic Team (CCET) Semi-Annual Report - *Executive Director Paul Vogel*

1:10 p.m.

Paul Vogel reviewed his presentation. A copy is included in the archive packet for this meeting. Some of the highlights were:

- Managed three rounds of grants
 - \$1,644,506 to businesses and non-profits
 - 700 hours spent
 - \$384,653 was issued to St. Helens
- CRF Grant \$15,000
- PPE Grant \$50,000
- More familiar with local businesses and their challenges
- Improved collaboration
- Directly assisted businesses
- Cascades is expanding and adding 21 jobs
- Control Solutions will be coming to St. Helens with a proposal
- Five projects looking to invest and site in the County. Two are interested in the Armstrong site.
- Reviewed prospects looking to relocate or expand in the area
- Collaborating with the Port of Columbia County
- Business Oregon and Greater Portland Inc. both have a new director and CEO
- Reviewed communication and outreach
- Encouraged people to be safe to avoid moving back to the Extreme level
- Thanked the Council for their support and partnership
- Explained Enterprise Zone
- Have some Opportunity Zones in place now

Mayor Scholl thanked Paul for his report.

4. Millard Road Property Developer Solicitation - *Jacob/ECONorthwest*

1:51 p.m.

City Planner Graichen reviewed the Millard Road property. Copies of maps and information is included in the archive packet for this meeting.

- The property is zoned Mixed Use (MU) and is surrounded by mostly residential uses
- Water and sewer service are available
- There are wetlands on the property

Lorelei Juntunen, EcoNorthwest, reviewed the RFP process and timeline.

- Draft RFP March 2021
- Release RFP April 2021
- Pre-Bid Meetings and Q&A May 2021
- Review Proposals/Conduct Interviews June 2021
- Multi-family housing is performing well in St. Helens. That is an incentive for developers.
- Goals
 - Redevelop the property with a mix of residential and commercial uses that meet market needs
 - Generate revenue for the City
 - Balance development objectives with neighborhood goals, including connectivity and open space

Lorelei asked for feedback on goals, amenities, and uses to consider and not consider.

Councilor Topaz dislikes that it is following the rest of the road. He would like to see a specialty area with high-end homes and corporate businesses. This is a time to make this an upscale community.

Graichen explained that the Housing Needs Analysis was addressed when they re-zoned the property. The developer is entitled to develop the property according to the zoning. Councilor Topaz worries about the high-density cost to the City. Lorelei said the RFP allows the market to define the size and the Council can select among the submittals.

Council President Morten talked about the issue of balance. He was pleased to see open space and connectivity as goals. He hopes that is kept in mind with development.

Councilor Chilton visited the property on Sunday. It is in a great area. She would love to see multi-family use and a small nature park. Where does the Council come in for the RFP process? Lorelei explained that there will be a panel of people reviewing the submittals. Graichen added that Council's feedback will be included before selection is made. Councilor Chilton expressed interested in serving on the review panel.

Councilor Birkle agreed that it is important to participate in the process. He was on the School Board when the School District owned that property. They were anticipating a lot of growth at that end of town when the property was purchased. He agreed with Councilor Chilton and Council President Morten's desire to have public access. He asked what the difference is between significant and not-significant wetlands. Graichen explained that significant is a designation by the City and requires a City permit. If it is not significant than the City may not have as much involvement, but you still have Oregon Division of State Lands (DSL) and Army Corp of Engineers. Significant wetlands do include upland protection zones. Councilor Birkle expressed that wetlands are significant and should be preserved. He does not want to see a lot of commercial development. He does like the idea of the County's recommendation for cottage community concept. He is in support of mixed use, multi-family, medium density, preservation of wetlands, and connectivity to Maple Street.

Mayor Scholl talked about housing needs. Demands are not being met and rent is very high. He supports connectivity and a pathway, cottage clusters around the wetlands, and larger lots near the back. He

wants to keep the wetlands condensed to have less of an impact on properties in the City and within the Urban Growth Boundary (UGB).

City Administrator Walsh pointed out that this will come to the Council again before it is released.

Graichen added that the City currently does not have cottage cluster rules. It is a matter of balancing projects and time to work on adding it to the Code.

Councilor Topaz talked about the need for industrial development to increase tax revenue. The tax system is terrible.

Mayor Scholl pointed out that there needs to be CC&R's for the property owner to maintain park space. The City does not have money to maintain more parks.

3. Police Department Semi-Annual Report - *Police Chief Brian Greenway*

2:28 p.m.

Chief Greenway reviewed his report. A copy is included in the archive packet for this meeting.

- Hired two full-time Police Records Specialists. One is Spanish speaking.
- Created a second detective position to address increasing complex criminal case investigations.
- Conducted reality-based Use of Force De-Escalation training.
- Created training curriculum for Spanish.
- Working on retaining training for an Emergency Vehicle Operation Course (EVOC).
- Conducted training and policy changes addressing the new Oregon Measure 110 Law for possession of drugs.
- Communication and public outreach continues for the proposed Public Safety Facility.
- Held tours of the current police station. The public is seeing the need for a new facility.
- Proactively policing in the community.
- Created quarterly meetings between St. Helens Police Department, Columbia Community Mental Health (CCMH), and Communication Action Team (CAT) to discuss long-term solutions for homelessness within the City.
- Body Warn Camera Tagging Program allows them to retain camera footage for five years.
- Wants this to be the safest play to work, play, and live in Oregon.

Councilor Birkle thanked Greenway and Brown for addressing homelessness. Council President Morten asked if the County is involved with homeless solutions. Greenway responded that they do plan to include the County in long-term visions. There are many agencies addressing it, but they are not communicating with each other. Council President Morten suggested using the fairgrounds.

Councilor Chilton understands this issue. She is glad to hear that CAT is on board. Transitional Housing is extremely helpful.

Councilor Topaz likes to see organizations working together. Are there programs to help homeless individuals obtain a job? Greenway will ask that at the next meeting.

Mayor Scholl talked about Salem being the problem with homelessness.

5. Discussion on Fireworks

2:53 p.m.

Walsh distributed an email to the Council with the survey results.

Councilor Chilton noticed that fireworks is listed in the Tourism contract. Mayor Scholl confirmed that it was originally on there. He talked about the history of the fireworks. Years ago, 13 Nights on the River and fireworks was coordinated by St. Helens Community Foundation. They were funded with street dances, beer sales, and business donations. When the Foundation dissolved, the City took over it to help

save it. It was dumped on Tourism because the City knew Tina could do it and bring the events back in in the black. Walsh agreed that it is in the contract for Tourism to work with a community partner on fireworks. It has been difficult to find a community partner willing to take it on.

Councilor Topaz mentioned that the mill contributed to fireworks. Mayor Scholl clarified that they were not a major contributor.

Mayor Scholl talked about how his Uncle Ed Lokken ran the fireworks from 1980 to 2012 or 2013. When he passed away, his body was donated for medical use and was worked on for three years. They just go his ashes back this year. Diane Dillard, who has been a big supporter of fireworks, and his Aunt Judy Lokken both really want to see a show this year. The main revenue for fireworks came from business donations. He does not want to do that to businesses this year. They have to have the money by April 1.

Discussion of the survey. Councilor Chilton pointed out that the survey shows people do not want to pay for it. The City is going to have to pay for it or let the citizens down. Mayor Scholl talked about former fireworks organizers and the work they put into it. It was not fair to move it to Tourism and he wants to see that changed. Council President Morten agreed that it needs to go back to another agency to organize. It does not belong in a governing capacity. The City received very bad reviews in the survey. Fireworks needs a long-range plan. He would like to see this as the City's last year putting it on.

Mayor Scholl pointed out the overwhelming response of 81% to have the fireworks if it could be done safely. He would like to hear creative fundraising ideas. His Aunt Judy and Diane are willing to donate money to move it to Sand Island. The City has always helped with the transportation of fireworks over to Sand Island by barge.

Councilor Birkle suggested working through the Chamber and St. Helens Main Street for the future. He agreed with the City needing to do it this year, and then passing it off in the future. If it can be done safely and with a good plan, it should be done.

Tina Curry spoke with Western Fireworks yesterday. The Blues Festival, Vancouver Waterfront, and Longview fireworks shows are cancelled. The cities in our community who are doing fireworks this year is Clatskanie and Rainier. Tina asked about permits being obtaining for gathering and was told that people are encouraged to watch from their cars, and some are shooting higher to encourage people to watch from home. Most of the money raised for fireworks comes from knocking on doors and asking for donations. It is difficult for volunteers to raise that amount of money. Western Fireworks is encouraging people to not come and watch and not gather.

Mayor Scholl said if they do it on Sand Island, they can use bigger shells and go higher.

Tina encouraged asking the adjacent jurisdictions to help financially. Mayor Scholl agreed. Councilor Topaz suggested asking Washington too. Tina confirmed that she has asked them in the past.

Mayor Scholl said his Aunt Judy is willing to donate \$500 if they can write a story about the years of service his Uncle Ed contributed to fireworks and donating his body to medical use. He suggested more people may be willing to donate after reading the story.

Discussion of donations going to a designated fireworks account. Funds can be held there for a future show if the Governor does not allow fireworks again this year. All donations are a tax write-off.

Council President Morten talked about it needing to be turned over to another entity in the future. This could be the last time the City does it.

Mayor Scholl requested permission to talk to Communications Officer Crystal King about a press release, based on what was discussed. He would like to dedicate what is left in the Council funds. It will be on tonight's agenda for a vote.

6. St. Helens Riverwalk Agreement - John/Jenny

Continued to tonight's meeting.

7. S. 1st and Strand Streets Road and Utility Extensions Agreement - Mouhamad/Sue

Continued to tonight's meeting.

8. Review Communications Support Specialist Job Description - John

Continued to tonight's meeting.

9. Set Date for Tourism Workshop

Continued to tonight's meeting.

10. Strategic Action Plan Updates

Continued to tonight's meeting.

11. City Administrator Report

Continued to tonight's meeting.

OTHER BUSINESS

Continued to tonight's meeting.

ADJOURN – 3:22 p.m.

EXECUTIVE SESSION

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

March 3, 2021

This meeting was held electronically via Zoom.

Members Present: Rick Scholl, Mayor
 Doug Morten, Council President
 Patrick Birkle, Councilor
 Stephen R. Topaz, Councilor
 Jessica Chilton, Councilor

Staff Present: John Walsh, City Administrator
 Matt Brown, Assistant City Administrator
 Kathy Payne, City Recorder
 Bill Monahan, City Attorney with Jordan Ramis PC
 David Rabbino, City Attorney with Jordan Ramis PC

Others: Tim Goodman, Comcast (*attended Comcast discussion only*)
 Matt Quantz, Comcast (*attended Comcast discussion only*)



At 3:34 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call.

- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
 - Update on Comcast franchise agreement negotiations.
 - Update on the Cascades Tissue litigation.
 - Update on civil claim against the City.
- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Update on the transaction with the Gable Road property.
 - Update on the potential purchase of the Dalton Lake property.

The Executive Session was adjourned at 4:51 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL SPECIAL SESSION

Wednesday, March 03, 2021

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Stephen R. Topaz (arrived at 6:25 p.m.)
 Councilor Patrick Birkle
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Assistant City Administrator
 Kathy Payne, City Recorder
 Tina Curry, Event Coordinator

OTHERS

Mark Gunderson
 Virginia Carlson
 Jeff Grundy
 Trina McKinney

CALL SPECIAL SESSION TO ORDER – 6:18 p.m.

DISCUSSION TOPICS

1. Interview Budget Committee Candidates:

- 6:15 PM – 6:25 PM > M. Gundersen
- 6:25 PM – 6:35 PM > V. Carlson
- 6:35 PM – 6:45 PM > J. Grundy
- 6:45 PM – 6:55 PM > T. McKinney

Each candidate was asked two questions:

1. Introduce yourself and explain why you want to join the Budget Committee.
2. What are your goals as a Budget Committee member?

Interview with Mark Gundersen:

1. He enjoys working with the public and in collaborative teams. He would like to be part of the process and solution.
2. He wants to join the Budget Committee to work collaboratively with the Council and Committee members. He does not have an agenda. He just wants to be a part of the process. He is a good team player.

Councilor Topaz arrived at 6:25 p.m.

Interview with Virginia Carlson:

1. She has served on City Council, other Boards and Commissions, and leadership roles in the community since 2008. She has helped with projects in the parks and projects that benefit kids.

2. She wants to join the Budget Committee because she thinks the City can do a better job with citizen transparency and accountability showing where funds go, where money comes from, and what it is spent on. There are a lot of funding streams that people do not understand. People need to know that the City is accountable and good stewards of our money. Her goal is to further the City goals of equity and inclusion to make sure no one is left behind. She talked about the importance of organizations working together.

Interview with Jeff Grundy:

1. He recently moved to St. Helens and wants to help in his local community. He has lived in the Portland metro area since 2000. He wants to show his civic pride and do his part in a positive way. He recently served with a K-9 foundation to help fund the Hillsboro Police Department K-9 program.
2. He does not have a specific goal for the Budget Committee. He will show up prepared and do all that he can. He is just a regular guy who works full-time in Hillsboro.

Interview with Trina McKinney:

1. She is a wife, mother, union carpenter, and Pack 250 Committee Chair. For the union, she builds schools within the Portland metro area. She has lived in St. Helens for 28 years. Both of her kids attend school here and have been involved in community sports and activities. She is interested in serving on the Budget Committee because she is fiscally responsible, and the financial health of the City is important to her.
2. Her goals are to share ideas, discuss alternatives, and promote economic efficiency within the public funds.

OTHER BUSINESS

None

ADJOURN – 6:45 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, March 03, 2021

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator	Brian Greenway, Police Chief
Matt Brown, Assistant City Administrator	Sue Nelson, City Engineer
Kathy Payne, City Recorder	Jenny Dimsho, Associate Planner
Mouhamad Zaher, Public Works Director	Tina Curry, Event Coordinator

OTHERS

Brady Preheim	Kelly Merritt
Natasha Parvey	Ginny Carlson
Mike Peebles	

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

PLEDGE OF ALLEGIANCE

Mayor Scholl recited the Pledge of Allegiance.

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

- ◆ Ginny Carlson.
 - The sidewalks in front of the high school and N. Vernonia Road are looking really good.
 - The Habitat for Humanity House was broken into three times before she moved in.
 - There have been multiple car prowls in the neighborhood.
 - Plymouth Street is a connector street on the Corridor Plan. She asked Council to consider more lighting in the area.
 - Last spring, the Council signed an equity and inclusion statement. She wants the Council to keep that in mind for funding and programs. There are a lot of at-risk community members who do not come to meetings and are being left out.
 - Businesses are struggling. She found out today that Columbia County is rated at a higher risk than Multnomah County. People are hurting.

- ◆ Brady Preheim. He commented that it is important to know the City's history when joining the Council. Councilor Chilton acted like she did not know who E2C was last week. He and others had an extensive conversation with her on her political Facebook page, before she was elected, explaining who E2C was and what they do. A lot of misinformation was clarified. Brady said the same thing for Councilor Birkle when a SHEDCO member came to a meeting and lied. "Those

who don't know their history are bound to repeat it." Council is obligated to know and understand the history that is involved.

He finds it disturbing that members of the Public Safety Facility Ad-hoc Committee and staff leaders do not even live in the community. Regardless of what the Council does, the police station needs to be voted on. City Council should not make this decision without input.

APPOINTMENTS TO CITY BOARDS AND COMMISSIONS

1. Deliberate and Appoint Budget Committee Member

Mayor Scholl acknowledged that all four applicants are worthy of the appointment. Jeff Grundy stood out the most to him. It says a lot that he has already served on another committee, is new to the area, and ready to get involved. He welcomed Jeff to the community.

Councilor Chilton is in support of appointing Mark Gunderson. He has been in the area for a long time. He has been through the school system, sports, and understands the culture. He brings fresh views.

Councilor Birkle expressed that it is good to have people interested and stepping up to serve. He was impressed by Jeff Grundy and Trina McKinney. He was also impressed with Jeff being new to the community and wanting to get involved. Trina has a longer history in the community. She was very articulate and to the point with her goals. Do they want new eyes or someone who is fresh to the community?

Councilor Topaz was in favor of Mark Gunderson because of his connection with kids in the community.

Council President Morten is hearing the desire to give new individuals the opportunity to get involved in the political process. If they wanted someone who really understood City operations and the political ramifications of the Budget Committee, that would be Ginny Carlson. However, are those the qualifications they are looking for? He feels strongly about getting new people involved in committees. He is in support of appointing Mark Gunderson.

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to appoint Mark Gunderson to the Budget Committee. **Voting:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Mayor Scholl encouraged the other applicants to stay involved by attending meetings to provide input.

St. Helens Riverwalk Agreement - John/Jenny (held over from the Work Session)

7:35 p.m.

City Administrator Walsh reviewed the agreement. A copy is included in the archive packet for this meeting. The project involves about 330 feet of Riverwalk and full phase design and construction, and the rest of the Waterfront at a 30% design. It also makes improvements to the existing Columbia View Park and stage. He and Associate Planner Dimsho reviewed the work order schedule and cost summary. There will be opportunities for public input.

S. 1st and Strand Streets Road and Utility Extensions Agreement - Mouhamad/Sue (held over from the Work Session)

City Engineer Sue Nelson reviewed the agreement. A copy is included in the archive packet for this meeting. This project overlaps the Riverwalk project. This is for roads and utilities on the Waterfront property. They are ready to begin work immediately. The Council will be presented with options for roadway alignment. The design work will take the rest of this year and they hope to select a contractor to do the work by this time next year.

Council President Morten asked about the S. 1st and St. Helens Street intersection. Nelson responded that the design work was done under a separate contract. That work will likely happen around the same time as the Waterfront road construction.

Councilor Chilton asked if the proposal includes parking. Nelson responded that it does include on-street parking. It is based on the Riverfront Connector Plan that the Council adopted last year.

Set Date for Tourism Workshop (held over from the Work Session)

Council discussed holding the meeting on Thursday, April 8 or 15. Staff will send an email to confirm that date works for everyone.

Strategic Action Plan (held over from the Work Session)

Assistant City Administrator Brown reviewed the following update:

- Cities are starting to allow park and field reservations for local organizations. He is requesting in-city organizations be allowed to make reservations with a written agreement signed. He suggests allowing a one-strike rule to follow all rules.

Council concurred with the request. Discussion ensued about the one-strike rule. Councilor Chilton would prefer a two-strike warning before taking it away from kids. Brown clarified that the one-strike rule is if they refuse to comply with the rules. They will have an opportunity to comply before taking it away. Council was in agreement after the clarification.

City Administrator Report (held over from the Work Session)

- Tonight's agenda includes a declaration of surplus property, which is for the McCormick Park playground equipment. Nelson and Duggan reached out to the community and found someone interested in the equipment. There is an issue of timeliness to get it moved out. Site preparation for the new equipment begins soon.

Nelson added that the new playground equipment begins arriving on March 15. The installation contractor would like to begin work that date as well. The school district was not interested in the equipment. Snoopeeland Child Development Center expressed interested and is ready to disassemble and remove it before the new equipment arrives. It is going to save staff a lot of time and resources.

- There is a lot of the growth right now with public and private projects.
- The Legislature is currently in session. The City submitted letters over the last couple days for supporting the following:
 - Re-capitalization of the State infrastructure funds for:
 - Brownfield Development
 - Special Public Works Fund
 - Regional Infrastructure Fund
 - Allow voter-approved increase for local marijuana tax rate.
- The Main Street Memorandum of Understanding (MOU) has been signed. They are working on a job description and have a request for the Budget Committee.
- He and Mayor Scholl are giving a tour to a developer for the Waterfront tomorrow.
- Meeting with the Police Department, Code Enforcement, and City Prosecutor tomorrow to discuss improvements to the dock enforcement process.

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

2. Agreement with Mayer/Reed, Inc. for Design, Construction, and Permits for the Riverwalk Project
3. Agreement with Otak for Design, Construction, and Permits for S. 1st and Strand Streets Road and Utility Extensions Project
4. Contract Payments

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '2' through '4' above. **Voting:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR ACCEPTANCE

5. Planning Commission Minutes dated January 12, 2021

Motion: Motion made by Councilor Birkle and seconded by Councilor Topaz to approve '5' above.

Voting: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

6. Council Work Session, Executive Session, and Regular Session Minutes dated ~~March 3~~ February 17, 2021 [Secretary Note: The date was listed incorrectly on the agenda and the minutes cover sheet, but the minutes were correctly included in the packet as February 17, 2021.]
7. Animal Facility Licenses
8. OLCC Licenses
9. Communications Support Specialist Job Description
10. Declare Surplus Property - McCormick Park Playground Equipment
11. Accounts Payable Bill Lists

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '6' through '11' above. **Voting:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

WORK SESSION ACTION ITEMS**Fireworks**

Brown summarized the discussion from the work session.

- Potentially the last year that the City will organize the event.
- Issue press release soliciting donations.

Mayor Scholl added the need for a motion to allow the use of Council funds, if needed. Brown suggested waiting for that.

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to issue a press release requesting donations and for Mayor Scholl to work with Communications Officer Crystal King to include St. Helens history of fireworks and how the City plans to move forward. **Voting:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

MAYOR SCHOLL REPORTS

- Felt like a spring day today. It was nice to be outside.
- There is a lot of building in the area.
- The Waterfront development is moving forward.
- He is hearing good things about Planning and Building and the plan review process. Kudos to those divisions.
- He heard about a 26.5-pound chinook caught at Coon Island today.

COUNCIL MEMBER REPORTS

Council President Morten reported...

- He received a call from a fellow councilor asking him how to bring something up that they want to initiate or move forward, such as a proposal, project, resolution, or ordinance. He told the councilor that the appropriate time to bring it up is in the evening Council report, if it is not accepted by the Mayor or City Administrator and added to the agenda. He asked Mayor Scholl if that was the correct response.

Mayor Scholl explained that resolutions and ordinances typically come from discussion during a work session. He suggested bringing it up to City Recorder Payne to find out if there is an existing template that can be used. They should also present their idea to Walsh for feedback.

Discussion ensued. Council reports are only given at the regular session now. Mayor Scholl clarified that adding something to the agenda can be done by two councilors. Councilor Chilton and Councilor Birkle both requested a discussion about tourism be added to the agenda. It was decided to create a special meeting to just discuss tourism.

Councilor Topaz reported...

- He has a question about the registration for the payment system of the property sold to the grow facility. There is a registered bill of sale and a registered plot, but he has not been able to find the registered sales mechanism. If someone puts a lien on the grow facility and our payment schedule is not registered, they will get paid before we do. Have we registered the payment plan?

Mayor Scholl explained that it was all done through attorneys. Discussion continued between Mayor Scholl and Councilor Topaz. Walsh will look into the registration further.

- Wants information to be presented in a Council meeting so the public knows what is going on. The public is not aware when it is just an email being sent to or from staff.

Councilor Chilton reported...

- Visited the Millard Road property on Monday. It is a large piece of property, in a residential area, and is beautiful. She is excited about the property's potential for St. Helens.
- She is a visual learner and likes to be hands-on to envision ideas.
- Meeting with Walsh next week to visit the downtown and Waterfront area to view the proposed changes to S. 1st Street, Strand Street, and Plymouth Street to visualize what it will look like.
- Her daughter started softball this week. She was excited to watch her play at Campbell Park.
- Looked at the construction with the new Campbell Park sport courts being installed. She is excited about that benefit.

Councilor Birkle reported...

- Participated in the Connect St. Helens Retreat last week. There were 30-40 people in attendance, representing the School District, businesses, a former County Commissioner, and a newly elected County Commissioner. Five small workgroups were established as a result. He will participate in the "Free Range Kids Group." The idea behind that is having a community where children of all ages can roam free without parents being overly concerned about where they are and what they are doing. We want St. Helens to be a safe place for our children.
- About a year ago, a group of citizens presented to the Council about the Liberty Hill Camas Bluff. Weyerhaeuser owns the property and Knife River leases the mining and mineral development rights. Knife River just submitted a mining application to develop that bluff. Part of that bluff is within the City's Urban Growth Boundary (UGB) and would have an impact on the community. He encouraged people to check it out. If the mining is permitted, it will have an impact on residents and natural resources. The Friends of Liberty Hill Camas Bluff is working to preserve that area.

OTHER BUSINESS

ADJOURN – 8:49 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

The following businesses submitted a processing fee to the City for a Liquor License:

2021 RENEWALS

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
• CRAVINGS CIGS VAPE #3 LLC	CRAVINGS CIGS & VAPE	335 S COLUMBIA RV HWY	RENEWAL
• C.J EATERIES LLC	LORI'S LOUNGE	2296 GABLE RD #210	RENEWAL
• JIMIKAT INC	JOHNNY'S BAR & GRILL	1750 OLD PORTLAND RD	RENEWAL
• KIM, JUSTIN	ZATTERBERGS MARKET	770 WEST ST	RENEWAL
• MIYAKO INC	MIYAKO RESTAURANT	1835 COLUMBIA BLVD	RENEWAL
• PHONGPHUDTHA, SOMYOT	NOI'S THAI KITCHEN	524 MILTON WAY	RENEWAL
• THRIFY PAYLESS INC	RITE AID #5333	785 S COLUMBIA RV HWY	RENEWAL
• WILSON OIL INC	ST HELENS CHEVRON	115 N HWY 30	RENEWAL

2021 NEW OWNERS

A copy of the OLCC application documents submitted for the businesses listed below were emailed to the Police Department for review. No adverse response was received.

<u>Business Name</u>	<u>Applicant Name</u>	<u>Location</u>	<u>Purpose</u>
• RUNNING DOGS BREWERY LLC	JARON & MAGGIE CLAYTON	34966 ROBERTS LN	ADDITION TO USE



St. Helens, OR

Item #11.

Expense Approval Register

Packet: APPKT00292 - AP 3.5.2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
Melcher, Jackie	INV0001286	02/23/2021	Melcher, Jackie	100-000-20200	233.75
DEPARTMENT OF TRANSPORT...	INV0001332	02/24/2021	TITLE REG E PLATES POLICE TA...	100-705-52001	132.50
SOLUTIONS YES	INV266127	02/25/2021	CONTRACT C11782-01 CITY HA...	100-707-52001	23.79
LAND DEVELOPMENT SERVICES	JAN 2021	02/25/2021	INSPECTIONS	100-711-52015	40.00
RICOH USA INC	104675313	03/02/2021	POLICE EQUIPMENT LEASE 14...	100-705-52001	101.83
CHAVES CONSULTING INC	191952	03/02/2021	MONTHLY USER FEE PER USER...	100-702-52019	296.16
EARTH20	250234	03/02/2021	UB / COURT WATER SERVICE	100-704-52001	6.12
EARTH20	250234	03/02/2021	UB / COURT WATER SERVICE	100-707-52001	6.12
ERSKINE LAW PRACTICE LLC	3.1.2021	03/02/2021	3/18-3/30	100-705-52019	2,555.58
EARTH20	461604	03/02/2021	UB / COURT WATER SERVICE	100-704-52001	15.87
EARTH20	461604	03/02/2021	UB / COURT WATER SERVICE	100-707-52001	15.86
METRO PLANNING INC	5204	03/02/2021	GIS WEB HOSTING	100-710-52001	380.00
TIAA COMMERCIAL FINANCE I...	7947297	03/02/2021	CONTRACT PAYMENT 414520...	100-715-52021	150.00
SHRED-IT C/O STERICYCLE INC	8181549927	03/02/2021	CITY HALL SHRED SERVICE	100-715-52019	88.66
LEAGUE OF OREGON CITIES	8997	03/02/2021	JOB POST	100-702-52011	20.00
NET ASSETS	95-202102	03/02/2021	ESCROW TITLE SERVICES	100-707-52019	519.00
LAWRENCE OIL COMPANY	CFSI-348	03/02/2021	247766 BUILDING DEPT	100-715-52022	63.94
LAWRENCE OIL COMPANY	CFSI-348	03/02/2021	247749 BUILDING DEPT	100-715-52022	21.67
SOLUTIONS YES	INV266664	03/02/2021	CONTRACT C11379-01 CITY HA...	100-702-52001	175.39
LUCY HEIL ATTORNEY AT LAW	JAN / FEB 2021	03/02/2021	LEGAL SERVICES	100-704-52019	3,825.00
THE RADAR SHOP INC	13359	03/04/2021	ON SITE RADAR RE CERT	100-705-52001	706.00
PERMA-BOUND	1882980-00	03/04/2021	BOOKS	100-706-52033	226.14
ACE HARDWARE - ST. HELENS	2.28.2021	03/04/2021	MATERIALS ACE ACCT 60180	100-708-52047	18.36
ACE HARDWARE - ST. HELENS	2.28.2021	03/04/2021	MATERIALS ACE ACCT 60180	100-708-52047	13.77
ACE HARDWARE - ST. HELENS	2.28.2021	03/04/2021	MATERIALS ACE ACCT 60180	100-708-52047	14.17
INGRAM LIBRARY SERVICES	51310488	03/04/2021	BOOKS 20C7921	100-706-52033	67.66
INGRAM LIBRARY SERVICES	51310489	03/04/2021	BOOKS 20C7921	100-706-52033	22.24
INGRAM LIBRARY SERVICES	51310490	03/04/2021	BOOKS 20C7921	100-706-52033	100.34
INGRAM LIBRARY SERVICES	51310491	03/04/2021	BOOKS 20C7921	100-706-52033	12.39
INGRAM LIBRARY SERVICES	51310492	03/04/2021	BOOKS 20C7921	100-000-21300	18.76
INGRAM LIBRARY SERVICES	51381164	03/04/2021	BOOKS 20C7921	100-706-52033	15.64
INGRAM LIBRARY SERVICES	51381165	03/04/2021	BOOKS 20C7921	100-706-52033	533.46
INGRAM LIBRARY SERVICES	51381166	03/04/2021	BOOKS 20C7921	100-706-52033	11.59
INGRAM LIBRARY SERVICES	51381167	03/04/2021	BOOKS 20C7921	100-706-52033	47.55
MIDWEST TAPE	99920496	03/04/2021	DVD / ABD 2000010011	100-706-52034	5.99
MIDWEST TAPE	99920496	03/04/2021	DVD / ABD 2000010011	100-706-52035	52.98
JORDAN RAMIS PC ATTORNEYS..	175276 RE ISSUE	03/09/2021	EMPLOYEMENT MATTERS	100-703-52019	650.00
JORDAN RAMIS PC ATTORNEYS..	175322 RE ISSUE	03/09/2021	GENERAL	100-702-52019	5,281.50
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	150 S 13 ST POLICE STATION	100-705-52003	396.72
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	150 S 13TH ST- POLICE	100-705-52003	173.12
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	375 S 18TH ST COLUMBIA CEN...	100-706-52003	561.46
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	264 STRAND ST- COL VIEW PA...	100-708-52003	41.76
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	264 STRAND ST- PARKS/ GAZE...	100-708-52003	16.33
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	120 WHITE WAY - WALNUT TR...	100-708-52003	25.25
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	38.60
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	162 MCMICHAEL ST	100-708-52003	99.67
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	475 S 18TH ST	100-708-52003	152.05
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	475 S 18TH ST	100-708-52003	130.26
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	299 N 6TH ST - PARKS	100-708-52003	25.25
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	475 S 18TH ST - MCCORMICK ...	100-708-52003	63.85
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	200 N 7TH ST - PARK	100-708-52003	25.48
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	68.58
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	475 S 18TH ST- MCCORMICK E...	100-708-52003	31.03

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	265 STRAND ST. - SPLASH PAD...	100-708-52003	25.96
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	264 STRAND ST- COL VIEW PA...	100-708-52046	41.74
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	265 STRAND ST. - DOCKS	100-708-52046	92.62
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	264 STRAND ST- PARKS/ GAZE...	100-708-52047	16.33
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	275 STRAND ST- CITY HALL UB ...	100-715-52003	84.51
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	277 STRAND ST- CITY HALL UB...	100-715-52003	90.75
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	277 STRAND ST -	100-715-52003	26.57
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	265 STRAND ST- CITY HALL MA...	100-715-52003	774.75
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	265 STRAND ST- CITY HALL UP	100-715-52003	140.10
COLUMBIA COUNTY COMM. J...	202012CSH	03/09/2021	WORK CREW	100-708-52019	1,875.00
MAILBOXES NORTHWEST	3.1.2021	03/09/2021	POSTAGE	100-715-52009	411.50
MCNULTY WATER	3.25.21	03/09/2021	MILLARD WETLANDS/HOSPITA...	100-715-52003	24.00
JILL GOLDSMITH ATTORNEY AT...	324	03/09/2021	NEUTRAL FACT FINDING	100-703-52019	11,987.50
NORTHWEST DELI DISTRIBUTI...	407029	03/09/2021	SUPPLIES	100-708-52001	119.96
BEMIS	9560	03/09/2021	RUBBER STAMP	100-711-52001	22.95
DEPARTMENT OF TRANSPORT...	L0019621162	03/09/2021	DMV SERVICES	100-705-52001	11.50
Fund 100 - GENERAL FUND Total:					34,064.93

Fund: 202 - COMMUNITY DEVELOPMENT

MICHAEL MORRIS ENTERPRISE...	INV-0029	02/24/2021	NEW POLICE STATION CAMPA...	202-721-52019	4,418.00
RSG- OLYMPIC FOREST PROJE...	2.24.2021	02/25/2021	RETURN DEPOSIT FOR SALMO...	202-724-52019	25,000.00
DAN ROCHA DESIGN LLC	1069	03/02/2021	GRAPHIC DESIGN SHPD LOGO ...	202-721-52019	575.00
COLUMBIA RIVER PUD	2.18.2021	03/02/2021	94111	202-725-52003	169.13
CITY OF ST. HELENS	2.25.2021	03/09/2021	01-00178-001 MASONIC BUILD..	202-725-52003	43.83
Fund 202 - COMMUNITY DEVELOPMENT Total:					30,205.96

Fund: 205 - STREETS

DAVID EVANS AND ASSOCIATE...	482357	03/02/2021	COL BLVD SIDEWALK AND SAF...	205-000-53002	69.80
DAVID EVANS AND ASSOCIATE...	482358	03/02/2021	N VERNONIA RD SIDEWALKS S...	205-000-53019	777.29
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	265 STRAND ST	205-000-52003	3,740.81
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	715 S COLUMBIA RIVER HWY -...	205-000-52003	65.07
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	191 N MILTON WAY - SIGNAL	205-000-52003	34.94
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	35.24
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	191 N MILTON WAY- LANDSC...	205-000-52003	25.48
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	105.50
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	58651 COLUMBIA RIVER HWY ...	205-000-52003	147.48
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	44.30
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	38.68
Fund 205 - STREETS Total:					5,084.59

Fund: 301 - STREETS SDC

DAVID EVANS AND ASSOCIATE...	482357	03/02/2021	COL BLVD SIDEWALK AND SAF...	301-000-53001	69.80
Fund 301 - STREETS SDC Total:					69.80

Fund: 601 - WATER

ONE CALL CONCEPTS INC	1020489	03/02/2021	REGULAR / MODEM DELIVERY ...	601-731-52019	109.48
HACH	12348213	03/02/2021	REAGENT SET CHLORINE FREE ...	601-731-52001	76.08
HACH	12348213	03/02/2021	REAGENT SET CHLORINE FREE ...	601-732-52023	141.27
NORTHSTAR CHEMICAL	189465	03/02/2021	SODIUM HYPOCHLORITE 12.5%	601-732-52083	516.84
CITY OF COLUMBIA CITY	2.26.2021	03/02/2021	001754-001	601-732-52003	82.46
LAWRENCE OIL COMPANY	CFSI-348	03/02/2021	247752	601-732-52022	76.93
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	2300 STRAND ST - WELL 2	601-731-52003	254.28
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	1680 1 ST -	601-731-52003	1,837.98
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	58791 COLUMBIA RIVER HWY -..	601-731-52003	74.78
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	57500 OLD PORTLAND RD - W...	601-731-52003	87.07
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	62420 COLUMBIA RIVER HWY -..	601-731-52003	295.43
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	PUMP AERIE CT	601-731-52003	26.31
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	35261 PITTSBURG RD- PW WA...	601-731-52003	27.63
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	1215 FOURTH ST - WFF	601-732-52003	4,126.44
Fund 601 - WATER Total:					7,732.98

Fund: 603 - SEWER

ONE CALL CONCEPTS INC	1020489	03/02/2021	REGULAR / MODEM DELIVERY ...	603-735-52019	109.46
ALLSTREAM	17352214	03/02/2021	ALLSTREAM PHONE ACCT 754...	603-736-52010	25.47

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALLSTREAM	17352214	03/02/2021	ALLSTREAM PHONE ACCT 754...	603-737-52010	25.47
ACE HARDWARE - ST. HELENS	2.28.2021	03/04/2021	MATERIALS ACE ACCT 60180	603-735-52001	45.98
ACE HARDWARE - ST. HELENS	2.28.2021	03/04/2021	MATERIALS ACE ACCT 60180	603-736-52001	56.14
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	37700 CLARK ST - PS 8	603-735-52003	25.64
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	451 PLYMOTH ST - WWTP LA...	603-736-52003	1,017.69
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	451 PLYMOTH ST - WWTP LA...	603-737-52003	1,017.70
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	240 MADRONA CT	603-738-52003	213.09
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	59500 OLD PORTLAND RD - PS...	603-738-52003	221.96
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	35139 MAPLE ST. - PS 11	603-738-52003	104.93
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	124 S 4 ST - PS 3	603-738-52003	43.83
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	169 S 4TH ST WATER FLOW M...	603-738-52003	64.24
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	145 N RIVER ST- PS 2	603-738-52003	176.08
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	320 S 1ST ST- PS #1	603-738-52003	201.22
COLUMBIA RIVER PUD	INV0001339	03/09/2021	38633 594 S 9 ST POWER	603-737-52003	8,673.27
Fund 603 - SEWER Total:					12,022.17
Fund: 701 - EQUIPMENT					
SUNSET AUTO PARTS INC - NA...	2.28.2021	03/02/2021	AUTO PARTS ACCT 6355	701-000-52001	229.29
CARQUEST AUTO PARTS STOR...	2.28.2021	03/04/2021	AUTO PARTS ACCT 151010 31...	701-000-52001	126.54
PAPE MACHINERY	12528925	03/09/2021	CUTTING EDGE BOLT	701-000-52001	18.72
EMMERT CHEVERLET BUICK INC	137234	03/09/2021	AUTO REPAIR ELEMENT	701-000-52001	140.44
Fund 701 - EQUIPMENT Total:					514.99
Fund: 702 - INFORMATION SYSTEMS					
ALLSTREAM	17352214	03/02/2021	ALLSTREAM PHONE ACCT 754...	702-000-52010	50.93
COMCAST	2.1.2021	03/02/2021	COMCAST CABLE 8778108990...	702-000-52003	1,833.45
QWEST DBA CENTURYLINK AC...	3263X201-S-21045	03/02/2021	5163X20453	702-000-52010	323.58
TYLER TECHNOLOGIES INC	025-324283	03/09/2021	FINANCIAL MANAGEMENT	702-000-52006	913.50
MORE POWER TECHNOLOGY ...	11617	03/09/2021	PREMIUM AGREEMENT MON...	702-000-52019	11,097.15
CENTURY LINK BUSINESS SERV...	200783945	03/09/2021	ACCT 88035002	702-000-52010	0.57
Fund 702 - INFORMATION SYSTEMS Total:					14,219.18
Fund: 703 - PW OPERATIONS					
APWA MEMBERSHIP	157379	03/02/2021	RENEWAL MOUHAMAD ZAHER	703-734-52018	720.00
METRO PLANNING INC	5204	03/02/2021	GIS WEB HOSTING	703-733-52026	480.00
LAWRENCE OIL COMPANY	CFSI-348	03/02/2021	247748 PUBLIC WORKS	703-734-52022	1,256.25
LAWRENCE OIL COMPANY	CFSI-348	03/02/2021	247750 PUBLIC WORKS	703-734-52022	62.81
ACE HARDWARE - ST. HELENS	2.28.2021	03/04/2021	MATERIALS ACE ACCT 60180	703-734-52001	26.57
ACE HARDWARE - ST. HELENS	2.28.2021	03/04/2021	MATERIALS ACE ACCT 60180	703-734-52001	28.49
ACE HARDWARE - ST. HELENS	2.28.2021	03/04/2021	MATERIALS ACE ACCT 60180	703-734-52001	12.19
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	984 OREGON ST	703-734-52003	696.83
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	984 OREGON ST - PW SHOP	703-734-52003	148.45
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	1230 DEER ISLAND RD - PW	703-734-52003	46.28
COLUMBIA RIVER PUD	2.11.2021	03/09/2021	650 OREGON ST -LEMONT PU...	703-734-52003	286.56
COLUMBIA COUNTY COMM. J...	202012CSH	03/09/2021	WORK CREW	703-734-52019	750.00
Fund 703 - PW OPERATIONS Total:					4,514.43
Fund: 704 - FACILITY MAJOR MAINTNANCE					
COLUMBIA RIVER WOODWOR...	11122020-1	03/09/2021	CUSTOM BUILT RUN CH UPSTA...	704-000-53018	1,842.16
COLUMBIA RIVER WOODWOR...	12152020-1X2	03/09/2021	CUSTOM BUILT COUNTER CAB...	704-000-53018	2,630.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					4,472.16
Grand Total:					112,901.19

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	34,064.93
202 - COMMUNITY DEVELOPMENT	30,205.96
205 - STREETS	5,084.59
301 - STREETS SDC	69.80
601 - WATER	7,732.98
603 - SEWER	12,022.17
701 - EQUIPMENT	514.99
702 - INFORMATION SYSTEMS	14,219.18
703 - PW OPERATIONS	4,514.43
704 - FACILITY MAJOR MAINTNANCE	4,472.16
Grand Total:	112,901.19

Account Summary

Account Number	Account Name	Expense Amount
100-000-20200	Bail Deposit	233.75
100-000-21300	Library Replacement Fines	18.76
100-702-52001	Operating Supplies	175.39
100-702-52011	Public Information	20.00
100-702-52019	Professional Services	5,577.66
100-703-52019	Professional Services	12,637.50
100-704-52001	Operating Supplies	21.99
100-704-52019	Professional Services	3,825.00
100-705-52001	Operating Supplies	951.83
100-705-52003	Utilities	569.84
100-705-52019	Professional Services	2,555.58
100-706-52003	Utilities	561.46
100-706-52033	Printed Materials	1,037.01
100-706-52034	Visual Materials	5.99
100-706-52035	Audio Materials	52.98
100-707-52001	Operating Supplies	45.77
100-707-52019	Professional Services	519.00
100-708-52001	Operating Supplies	119.96
100-708-52003	Utilities	744.07
100-708-52019	Professional Services	1,875.00
100-708-52046	Dock Services	134.36
100-708-52047	Marine Board	62.63
100-710-52001	Operating Supplies	380.00
100-711-52001	Operating Supplies	22.95
100-711-52015	Intergovernmental Servic...	40.00
100-715-52003	Utilities	1,140.68
100-715-52009	Postage	411.50
100-715-52019	Professional Services	88.66
100-715-52021	Equipment Maintenance	150.00
100-715-52022	Fuel	85.61
202-721-52019	Professional Services	4,993.00
202-724-52019	Professional Services	25,000.00
202-725-52003	Utilities	212.96
205-000-52003	Utilities	4,237.50
205-000-53002	Safe Routes to School	69.80
205-000-53019	North Vernonia Improve...	777.29
301-000-53001	Capital Outlay	69.80
601-731-52001	Operating Supplies	76.08
601-731-52003	Utilities	2,603.48
601-731-52019	Professional Services	109.48
601-732-52003	Utilities	4,208.90
601-732-52022	Fuel	76.93
601-732-52023	Facility Maintenance	141.27
601-732-52083	Chemicals	516.84
603-735-52001	Operating Supplies	45.98

Account Summary

Account Number	Account Name	Expense Amount
603-735-52003	Utilities	25.64
603-735-52019	Professional Services	109.46
603-736-52001	Operating Supplies	56.14
603-736-52003	Utilities	1,017.69
603-736-52010	Telephone	25.47
603-737-52003	Utilities	9,690.97
603-737-52010	Telephone	25.47
603-738-52003	Utilities	1,025.35
701-000-52001	Operating Supplies	514.99
702-000-52003	Utilities	1,833.45
702-000-52006	Computer Maintenance	913.50
702-000-52010	Telephone	375.08
702-000-52019	Professional Services	11,097.15
703-733-52026	Equipment Fund Charges	480.00
703-734-52001	Operating Supplies	67.25
703-734-52003	Utilities	1,178.12
703-734-52018	Professional Development	720.00
703-734-52019	Professional Services	750.00
703-734-52022	Fuel	1,319.06
704-000-53018	Capital Outlay - City Hall	4,472.16
	Grand Total:	112,901.19

Project Account Summary

Project Account Key	Expense Amount
None	112,901.19
Grand Total:	112,901.19

Expense Approval Register

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St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
RUBENS LAWN SERVICE	0003729	03/11/2021	MONTHLY LAWN SERVICE FEB	100-705-52023	40.00
ADVENTISIT HEALTH OCCUPAT...	3.10.2021	03/11/2021	HEARING TESTS PARKS	100-708-52019	114.24
ADVENTISIT HEALTH OCCUPAT...	3.10.2021	03/11/2021	HEARING TESTS BUILDING DEPT	100-711-52019	76.16
SHRED-IT C/O STERICYCLE INC	8181552358	03/11/2021	POLICE DEPT SHRED SERVICE	100-705-52019	95.41
METRO PRESORT	IN631427	03/11/2021	UB BILL PRINTING	100-707-52008	574.63
NORTH LAKE PHYSICAL THERA...	INV0001345	03/11/2021	OVER PAYMENT FOR BUSINESS..	100-000-35002	85.00
COLUMBIA COUNTY CLERK	INV0001346	03/11/2021	RECORDING FEE	100-710-52011	101.00
HUDSON GARBAGE SERVICE	11191595	03/12/2021	CASCADES TISSUE SITE	100-705-52023	130.56
ROSS DENISON LAW	2.22.21	03/12/2021	LEGAL SERVICES	100-704-52019	450.00
ACE HARDWARE - ST. HELENS	2.28.21	03/12/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	19.93
ORKIN	208479367	03/12/2021	1810 OLD PORTLAND RD PEST ...	100-709-52023	150.00
ORKIN	209910733	03/12/2021	265 STRAND PEST SERVICE CIT...	100-715-52019	85.00
RONALD CARPENTER	3.5.2021	03/12/2021	RESTITUTION J SMITH 19CR00...	100-000-21000	150.00
U.S BANK EQUIPMENT FINANCE	437359391	03/12/2021	CONTRACT PAYMENT 500052...	100-707-52001	35.11
KATHRYN LAWRENCE	INV0001348	03/12/2021	PLANNING COMMISSION STIP...	100-710-52087	60.00
AUDREY WEBSTER	INV0001349	03/12/2021	PLANNING COMMISSION STIP...	100-710-52087	90.00
GREG COHEN	INV0001350	03/12/2021	PLANNING COMMISSION STIP...	100-710-52087	30.00
SHEILA SEMLING	INV0001351	03/12/2021	PLANNING COMMISSION STIP...	100-710-52087	60.00
JENNIFER PUGSLEY	INV0001352	03/12/2021	PLANNING COMMISSION STIP...	100-710-52087	90.00
SHANA CAVANAUGH	INV0001353	03/12/2021	PLANNING COMMISSION STIP...	100-710-52087	60.00
DAN CARY	INV0001354	03/12/2021	PLANNING COMMISSION STIP...	100-710-52087	90.00
RUSSELL HUBBARD	INV0001355	03/12/2021	PLANNING COMMISSION STIP...	100-710-52087	90.00
HUDSON GARBAGE SERVICE	INV0001357	03/12/2021	7547	100-705-52023	96.59
HUDSON GARBAGE SERVICE	INV0001357	03/12/2021	1554	100-706-52003	59.80
HUDSON GARBAGE SERVICE	INV0001357	03/12/2021	7636	100-708-52023	180.79
HUDSON GARBAGE SERVICE	INV0001357	03/12/2021	7598	100-708-52023	467.74
HUDSON GARBAGE SERVICE	INV0001357	03/12/2021	7539	100-715-52023	96.59
HUDSON GARBAGE SERVICE	INV0001357	03/12/2021	7601	100-715-52023	355.52
SOLUTIONS YES	INV267836	03/12/2021	PRINT CHARGES CITY HALL PRI...	100-704-52001	44.71
TROTTER & MORTON FACILITY ..	MARCH 2021	03/12/2021	CITY HALL HVAC	100-715-52023	450.50
TROTTER & MORTON FACILITY ..	MARCH 2021	03/12/2021	C10630 CITY HALL HVAC	100-715-52023	1,666.75
CBM SYSTEMS LLC	220158	03/09/2021	JANITORIAL SERVICES	100-705-52023	957.70
CBM SYSTEMS LLC	220158	03/09/2021	JANITORIAL SERVICES	100-706-52023	2,499.07
CBM SYSTEMS LLC	220158	03/09/2021	JANITORIAL SERVICES	100-708-52023	120.05
CBM SYSTEMS LLC	220158	03/09/2021	JANITORIAL SERVICES	100-709-52023	143.44
CBM SYSTEMS LLC	220158	03/09/2021	JANITORIAL SERVICES	100-715-52023	1,192.30
OBERDORFER LAW FIRM LLC	3.2.2021	03/09/2021	JUDGE PRO TEM	100-704-52019	500.00
OREGON PERMIT TECHNICIANS..	3.9.2021	03/09/2021	2021 MEMBERSHIP	100-711-52018	40.00
LAND DEVELOPMENT SERVICES	FEB 2021	03/09/2021	INSPECTIONS FOR ST. HELENS ...	100-711-52015	115.00
COLUMBIA COUNTY SHEFFS ...	FEB 21 - SHPD	03/09/2021	FIRING RANGE USAGE 2/3 2/4	100-705-52001	200.00
SOLUTIONS YES	INV262431	03/09/2021	C10184-01 CITY HALL	100-715-52001	237.68
DEPARTMENT OF TRANSPORT...	L0019645304	03/09/2021	DMV SERVICES ACCT 61018	100-702-52001	3.00
Fund 100 - GENERAL FUND Total:					12,104.27
Fund: 202 - COMMUNITY DEVELOPMENT					
MASON BRUCE & GIRARD INC	28458	03/11/2021	ST. HELENS FOREST MANAGE...	202-724-52019	4,781.36
MAUL FOSTER ALONGI INC	42011	03/12/2021	GOVERNANCE AND PUBLIC EN...	202-721-52019	1,781.25
MAUL FOSTER ALONGI INC	42011	03/12/2021	INDUSTRIAL PARK GRADING A...	202-722-52019	10,890.00
MAUL FOSTER ALONGI INC	42011	03/12/2021	WWTP LAGOON ON CALL SERV..	202-722-52019	3,261.25
STATE OF OREGON WATER RE...	134377	03/09/2021	SALMONBERRY RESERVOIR	202-724-52019	200.00
ECONORTHWEST	23661	03/09/2021	MILLARD RD PROPERTY RFP	202-721-52019	2,065.00
METRO PRESORT	IN631279	03/09/2021	UB INSERT	202-721-52019	542.80
CITY OF ST. HELENS	INV0001343	03/09/2021	MECHANICAL PERMIT CPF 74...	202-721-52096	2,068.69
Fund 202 - COMMUNITY DEVELOPMENT Total:					25,590.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 205 - STREETS					
COLUMBIA RIVER PUD	3000209	03/12/2021	STREET LIGHT MAINTENANCE	205-000-52003	225.20
Fund 205 - STREETS Total:					225.20
Fund: 601 - WATER					
ADVENTISIT HEALTH OCCUPAT...	3.10.2021	03/11/2021	HEARING TESTS WFF	601-732-52019	76.16
ACE HARDWARE - ST. HELENS	2.28.21 60181	03/12/2021	ACE MATERIALS ACCT 60181	601-731-52001	24.41
EAGLE STAR ROCK PRODUCTS ...	39189	03/12/2021	ROCK	601-731-52001	134.50
H.D FOWLER COMPANY	I5697639	03/12/2021	MASTER METER MAG MOUNT...	601-731-52001	204.51
H.D FOWLER COMPANY	I5699868	03/12/2021	MATERIALS	601-731-52001	482.52
H.D FOWLER COMPANY	I5709797	03/12/2021	STRAINER GASKETS	601-731-52001	26.18
Fund 601 - WATER Total:					948.28
Fund: 603 - SEWER					
ADVENTISIT HEALTH OCCUPAT...	3.10.2021	03/11/2021	HEARING TESTS WWTP	603-736-52019	57.12
ADVENTISIT HEALTH OCCUPAT...	3.10.2021	03/11/2021	HEARING TESTS WWTP	603-737-52019	57.12
CENTURY LINK	3.2.2021	03/12/2021	488	603-736-52010	124.66
CENTURY LINK	3.2.2021	03/12/2021	600	603-736-52010	23.91
CENTURY LINK	3.2.2021	03/12/2021	654	603-736-52010	23.91
CENTURY LINK	3.2.2021	03/12/2021	293	603-736-52010	23.91
CENTURY LINK	3.2.2021	03/12/2021	688	603-736-52010	23.91
CENTURY LINK	3.2.2021	03/12/2021	688	603-737-52010	23.91
CENTURY LINK	3.2.2021	03/12/2021	293	603-737-52010	23.91
CENTURY LINK	3.2.2021	03/12/2021	654	603-737-52010	23.91
CENTURY LINK	3.2.2021	03/12/2021	600	603-737-52010	23.91
CENTURY LINK	3.2.2021	03/12/2021	488	603-737-52010	124.65
COLUMBIA COUNTY CLERK	INV0001347	03/12/2021	RECORDING FEES 745 ROCKW...	603-735-52019	96.00
OREGON DEQ BUSINESS OFFICE	INV0001356	03/12/2021	WASTE OP TREATMENT CERT J...	603-736-52018	120.00
OREGON DEQ BUSINESS OFFICE	INV0001356	03/12/2021	WASTE OP TREATMENT CERT J...	603-737-52018	120.00
HUDSON GARBAGE SERVICE	INV0001357	03/12/2021	8333	603-736-52003	137.82
HUDSON GARBAGE SERVICE	INV0001357	03/12/2021	8333	603-737-52003	137.81
TROTTER & MORTON FACILITY ..	MARCH 2021	03/12/2021	C10855 WWTP HVAC	603-736-52023	274.87
TROTTER & MORTON FACILITY ..	MARCH 2021	03/12/2021	C10855 WWTP HVAC	603-737-52023	274.88
CBM SYSTEMS LLC	220158	03/09/2021	JANITORIAL SERVICES	603-736-52023	218.99
Fund 603 - SEWER Total:					1,935.20
Fund: 701 - EQUIPMENT					
PAPE MACHINERY	12528942	03/11/2021	CUTTING EDG	701-000-52001	364.03
ACE HARDWARE - ST. HELENS	2.28.21 60179	03/12/2021	60179 ACE ACCT MATERIALS	701-000-52023	88.09
Fund 701 - EQUIPMENT Total:					452.12
Fund: 702 - INFORMATION SYSTEMS					
COMCAST BUSINESS	118582028	03/11/2021	FIBER INTERNET ACCT 934571...	702-000-52003	4,743.35
CENTURY LINK	INV0001344	03/11/2021	025B	702-000-52010	39.40
CENTURY LINK	INV0001344	03/11/2021	369B	702-000-52010	39.40
CENTURY LINK	3.2.2021	03/12/2021	651	702-000-52010	46.54
CENTURY LINK	3.2.2021	03/12/2021	579	702-000-52010	47.82
CENTURY LINK	3.2.2021	03/12/2021	798B	702-000-52010	103.26
CENTURY LINK	3.2.2021	03/12/2021	967	702-000-52010	137.81
CENTURY LINK	3.2.2021	03/12/2021	162B	702-000-52010	89.59
CENTURY LINK	3.2.2021	03/12/2021	909	702-000-52010	82.99
CENTURY LINK	3.2.2021	03/12/2021	228	702-000-52010	92.05
CENTURY LINK	3.2.2021	03/12/2021	796	702-000-52010	44.24
CENTURY LINK	3.2.2021	03/12/2021	818	702-000-52010	401.74
CENTURY LINK	3.2.2021	03/12/2021	130	702-000-52010	58.29
CENTURY LINK	3.2.2021	03/12/2021	131	702-000-52010	58.29
VERIZON	9874460520	03/12/2021	CELL SERVICE ACCT 242060134..	702-000-52010	363.32
CENTURY LINK	2.25.2021	03/09/2021	966B	702-000-52010	334.95
Fund 702 - INFORMATION SYSTEMS Total:					6,683.04
Fund: 703 - PW OPERATIONS					
ADVENTISIT HEALTH OCCUPAT...	3.10.2021	03/11/2021	HEARING TESTS ENGINEERING	703-733-52019	114.24
ADVENTISIT HEALTH OCCUPAT...	3.10.2021	03/11/2021	HEARING TESTS PW	703-734-52019	519.96
ACE HARDWARE - ST. HELENS	2.28.21 60181	03/12/2021	ACE MATERIALS ACCT 60181	703-734-52023	280.73

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EAGLE STAR ROCK PRODUCTS ...	39157	03/12/2021	ROCK	703-734-52001	148.89
EAGLE STAR ROCK PRODUCTS ...	39162	03/12/2021	ROCK	703-734-52001	299.83
U.S BANK EQUIPMENT FINANCE	436474555	03/12/2021	ENGINEERING CONTRACT PA...	703-733-52005	99.00
BULLARD LAW	47080	03/12/2021	GENERAL LEGAL SERVICES	703-734-52019	325.00
SUNSET EQUIPMENT	79029	03/12/2021	OIL	703-734-52001	77.12
HUDSON GARBAGE SERVICE	INV0001357	03/12/2021	7555	703-734-52023	90.49
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	703-734-52001	19.10
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	703-734-52001	19.30
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	703-734-52001	149.97
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	703-734-52023	55.65
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	703-734-52023	-501.77
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	703-734-52023	932.21
Fund 703 - PW OPERATIONS Total:					2,629.72
Fund: 704 - FACILITY MAJOR MAINTNANCE					
COLUMBIA NW HEATING INC	60898374	03/11/2021	CITY HALL HVAC NEW RETURNS	704-000-53018	3,648.00
COLUMBIA NW HEATING INC	61454038	03/11/2021	SERVICE CALL UB	704-000-53018	169.00
EAGLE STAR ROCK PRODUCTS ...	39076	03/12/2021	ROCK	704-000-53027	256.93
EAGLE STAR ROCK PRODUCTS ...	39096	03/12/2021	ROCK	704-000-53027	524.06
COLUMBIA COUNTY TRANSFER..	7343	03/12/2021	DUMP FEES	704-000-53018	33.56
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	704-000-53018	16.99
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	704-000-53018	118.15
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	704-000-53018	129.90
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	704-000-53018	6.78
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	704-000-53018	8.79
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	704-000-53018	122.35
DAHLGREN'S DO IT BEST BUIL...	2.25.2021	03/09/2021	BUILDING SUPPLIES ACCT 100...	704-000-53018	156.00
PEAK ELECTRIC GROUP LLC	20034	03/09/2021	SR CENTER ELECTRIC WORK	704-000-53025	609.93
NATIONAL BUSINESS FURNITU...	MK557145	03/09/2021	ADJ T DESK / RISER HUTCH	704-000-53018	838.20
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					6,638.64
Grand Total:					57,206.82

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	12,104.27
202 - COMMUNITY DEVELOPMENT	25,590.35
205 - STREETS	225.20
601 - WATER	948.28
603 - SEWER	1,935.20
701 - EQUIPMENT	452.12
702 - INFORMATION SYSTEMS	6,683.04
703 - PW OPERATIONS	2,629.72
704 - FACILITY MAJOR MAINTNANCE	6,638.64
Grand Total:	57,206.82

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court Restitution Paymen...	150.00
100-000-35002	Business Licenses	85.00
100-702-52001	Operating Supplies	3.00
100-704-52001	Operating Supplies	44.71
100-704-52019	Professional Services	950.00
100-705-52001	Operating Supplies	200.00
100-705-52019	Professional Services	95.41
100-705-52023	Facility Maintenance	1,224.85
100-706-52003	Utilities	59.80
100-706-52023	Facility Maintenance	2,499.07
100-707-52001	Operating Supplies	35.11
100-707-52008	Printing	574.63
100-708-52001	Operating Supplies	19.93
100-708-52019	Professional Services	114.24
100-708-52023	Facility Maintenance	768.58
100-709-52023	Facility Maintenance	293.44
100-710-52011	Public Information	101.00
100-710-52087	Commission Stipends	570.00
100-711-52015	Intergovernmental Servic...	115.00
100-711-52018	Professional Development	40.00
100-711-52019	Professional Services	76.16
100-715-52001	Operating Supplies	237.68
100-715-52019	Professional Services	85.00
100-715-52023	Facility Maintenance	3,761.66
202-721-52019	Professional Services	4,389.05
202-721-52096	CDBG Grant Expenses	2,068.69
202-722-52019	Professional Services	14,151.25
202-724-52019	Professional Services	4,981.36
205-000-52003	Utilities	225.20
601-731-52001	Operating Supplies	872.12
601-732-52019	Professional Services	76.16
603-735-52019	Professional Services	96.00
603-736-52003	Utilities	137.82
603-736-52010	Telephone	220.30
603-736-52018	Professional Development	120.00
603-736-52019	Professional Services	57.12
603-736-52023	Facility Maintenance	493.86
603-737-52003	Utilities	137.81
603-737-52010	Telephone	220.29
603-737-52018	Professional Development	120.00
603-737-52019	Professional Services	57.12
603-737-52023	Facility Maintenance	274.88
701-000-52001	Operating Supplies	364.03
701-000-52023	Facility Maintenance	88.09
702-000-52003	Utilities	4,743.35
702-000-52010	Telephone	1,939.69

Account Summary

Account Number	Account Name	Expense Amount
703-733-52005	Small Equipment	99.00
703-733-52019	Professional Services	114.24
703-734-52001	Operating Supplies	714.21
703-734-52019	Professional Services	844.96
703-734-52023	Facility Maintenance	857.31
704-000-53018	Capital Outlay - City Hall	5,247.72
704-000-53025	Capital Outlay - Sr Center	609.93
704-000-53027	Capital Outlay - Campbell ...	780.99
	Grand Total:	57,206.82

Project Account Summary

Project Account Key	Expense Amount
None	57,206.82
	Grand Total: 57,206.82