

PARKS AND TRAILS COMMISSION

Monday, August 12, 2024 at 4:00 PM HYBRID: Council Chambers & Zoom (details below)

AGENDA

CALL TO ORDER

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

NEW BUSINESS

- 1. Review Scappoose Bay Watershed Council IGA Renewal
- 2. Campbell Field Softball Net Nick Hellmich
- 3. New Urban Trail Subcommittee Commissioner Belcher
- 4. Request for Signage Grant for Unfenced Cliff Commissioner Belcher
- 5. Sign Grant Awarded to City Howard Blumenthal
- 6. Sand Island Scott Jacobson
- 7. Roles & Responsibilities of Commissioners Dana Lathrope

OLD BUSINESS

- 8. Milton Creek Reserve Standing Item
- 9. Review Annual Report to City Council Chair Jacobson

STAFF REPORT

COUNCILOR'S REPORT DISCUSSION ITEMS ADJOURNMENT

Join Zoom Meeting https://zoom.us/j/95970490164?pwd=uTXnXkaRNBdLJsa0fZCVQ4efHsancg.1

Meeting ID: 959 7049 0164 Passcode: 648097

One tap mobile +12532158782,,95970490164#,,,,*648097# US (Tacoma)

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at 503-397-6272.

Be a part of the vision and get involved...volunteer for a City Board or Commission! For more information or for an application, go to www.sthelensoregon.gov or call 503-366-8217.

Intergovernmental Agreement

This Intergovernmental Agreement (the "Agreement") is made on **June 26th**, **2024**, by and between the Scappoose Bay Watershed Council, of 57420 Old Portland Rd Ste 2, Warren, Oregon 97053 (hereinafter referred to as "SBWC") and City of St. Helens, 265 Strand St, St. Helens OR 97051 (hereinafter referred to as "COSH") for the purpose of achieving the various aims and objectives relating to the maintenance and improvement of natural areas on City owned property (the "Project").

WHEREAS both parties are authorized to enter into this Agreement for the cooperative endeavor of COSH Natural Area Maintenance and Improvement (Project);

WHEREAS COSH and SBWC will participate in the Project as Partners striving to achieve an improvement of natural areas in COSH Parks and Natural areas for the benefit of St. Helens residents;

WHEREAS SBWC and COSH desire to enter into an agreement in which SBWC and COSH will work together to complete the Project;

AND WHEREAS SBWC and COSH are desirous to enter into the Agreement between them, setting out the working arrangements that each of the Partners agree are necessary to complete the Project.

UNDERSTANDING. It is mutually agreed upon and understood by and among the Partners of this Agreement that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. This Agreement is not intended to and does not create any right, benefit, or trust responsibility.
- e. This Agreement will be effective upon the signature of both Partners.
- f. Any Partner may terminate its participation in this Agreement by providing written notice to other Partners.

1. DESCRIPTION OF SERVICES. SBWC ("Provider") will provide to COSH ("Recipient") the services described below (collectively, the "Services") to achieve the mutual goal of maintenance and improvement of natural areas on COSH owned property as identified by the Parks and Recreation Coordinator and SBWC Staff.

The Activities and Services for the Project shall include, but not limited to:

- 1. Monitoring, surveying, and mapping locations of noxious weeds/invasive plants within COSH parks.
- Working with City park staff and volunteer groups to coordinate management treatments.
 Assisting in weed control treatments
 - b Engaging with contractors as needed
 - b. Engaging with contractors as needed.

- 3. Coordinating volunteer days with 'Friends of' parks groups
- 4. Training staff and volunteers for weed identification and field work
- 5. Identifying partner programs and funding opportunities to complete management plan tasks
- 6. Coordinating blackberry spot-spray for Friends of Nob Hill Nature Park and COSH
- 7. Assisting with Capital Improvement Program (CAPITAL IMPROVEMENT PROJECT
- 8.) development for COSH
 - a. Working with contractors to create estimates of treatments
 - b. Providing recommendations for priority actions

Services to be rendered by COSH include:

- 1. Minimum of six (6) meetings between Park Manager, City staff, and SBWC staff to discuss management priorities and strategies,
- 2. Staff availability to assist with chemical/mechanical treatments as recommended by SBWC staff,
- 3. Providing access to properties as needed,
- 4. Disposing of vegetation and trash as needed,
- 5. Lending tools and equipment for volunteer/community projects as needed, and
- 6. Providing logistical support and assistance for educational training.

2. COMMUNICATION STRATEGY

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

3. PAYMENT. Total charged costs shall not exceed **\$3000**.

COSH agrees to pay SBWC as follows:

SBWC will submit quarterly invoices for services completed to COSH. Payment by COSH is expected within 30 days of receipt of invoice.

COSH shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if COSH fails to pay for the Services when due, SBWC has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

4. TERM. This Agreement will terminate automatically on **June 30, 2025** unless mutually agreed upon in writing by both Partners. Agreement may be renewed for additional terms by written agreement by both parties of scope of work and budget for subsequent terms.

5. INDEMNIFICATION. Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.

6. WARRANTY. Provider shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such a time period shall result in the automatic termination of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees, both in the trial court and on appeal.

11. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

12. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other

party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. LIABILITY No liability will arise or be assumed between the Partners as a result of this Agreement.

13. NOTICE Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. GOVERNING LAW This Agreement shall be construed in accordance with the laws of the State of Oregon.

15. ASSIGNMENT Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

16. AMENDMENT This Agreement may be amended or supplemented in writing, if the writing is signed by the party obligated under this Agreement.

17. SEVERABILITY If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

18. PRIOR AGREEMENT SUPERSEDED This Agreement constitutes the entire Agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Agreements, whether written or oral.

Signatories

This Agreement shall be signed on behalf of SBWC by Andy Maggi, Board President for the SBWC, and on behalf of COSH by Rick Scholl, Mayor for the COSH. This Agreement shall be effective as of the date first written above.

Scappoose Bay Watershed Council By Andy Maggi, Board President

City of St. Helens By Rick Scholl, St. Helens Mayor

Attachment A

Description of Services/ Scope of Work City of St. Helens IGA 24-25 FY

The SBWC will provide the services described below to achieve the mutual goal of maintenance and improvement of natural areas on COSH owned property as identified by the City of St. Helens Parks and Recreation Manager and the Scappoose Bay Watershed Council Restoration Project Manager.

The Activities and Services for the Project shall include, but not limited to:

- i. Services to be rendered by the SBWC include:
 - 1. Monitoring, surveying, and identifying locations of noxious weeds/ invasive plants within the Parks.
 - a. Creating a Map that documents their locations.
 - 2. Working with the City Park staff and volunteer groups to coordinate management treatments.
 - a. Assisting in Weed Control Treatments.
 - b. Networking with Contractors if needed.
 - 3. Coordinating Volunteer Days with the Friends of Parks Groups and
 - 4. Training Staff and volunteers for weed identification and field work.
 - 5. Identifying partner programs and funding opportunities to complete management plan tasks.
 - Coordinating with the Friends of Nob Hill Nature Park for volunteer parties and recommendations for the city of St. Helens for future treatments if needed.
 - 7. Assisting with CIP -Development for the City of St. Helens
 - a. Working with contractors to contain estimates of treatments.
 - b. Providing advice and recommendations for priority actions.
- ii. Services to be rendered by COSH include:
 - Minimum of six meetings between Park Manager, City staff and SBWC to discuss management priorities and strategies.
 - 2. Staff availability to assist with chemical/mechanical treatments as recommended by the SBWC staff.
 - 3. Providing access to properties as needed.
 - 4. Disposal of vegetation and trash as needed.
 - 5. Lending tools and equipment for volunteer/community projects as needed.
 - 6. Providing logistical support and assistance for educational training.

Project Name	City of St. Helens IGA July 2024-June 2025				
		Budget			
Category	Item	Qty	Unit	Unit \$	TOTAL
Godfrey Park and	McCormick Park				
Labor	Site Monitoring - TH	20	Hrs	37.00	740.00
Labor	Volunteer/ Stewardship Coordination - TH	22	Hrs	37.00	814.00
Labor	Outreach/Communication - TH	6	HR	37.00	222.00
Material	Supplies	1	EA	50.00	50.00
Travel	mileage	40	miles	0.670	26.80
Labor	Admin - JM	4	Hr	48.00	192.00
				Subtotal	2,044.80
CIP Assistance					
Labor	Schedule Site Visits with Contractors for Estimates - TH	4	Hr	37.00	148.00
Travel	mileage	20	miles	0.670	13.40
Labor	Admin - JM	2	Hr	48.00	96.00
				Subtotal	257.40
Nob Hill Nature P	ark				
Labor	Site Visits	4	Hr	37.00	148.00
Travel	mileage	20	miles	0.670	13.40
Labor	Admin - JM	2	Hr	48.00	96.00
				Subtotal	257.40
Education and Tra	aining				
Labor	Educational Training for Staff and Volunteers - TH	8	EA	37.00	296.00
Labor	Admin - JM	3	Hr	48.00	144.00
			•	Subtotal	440.00
Total					2,999.60

BYLAWS OF THE ST. HELENS PARKS & TRAILS COMMISSION

ARTICLE 1

Name

The name of this Commission shall be the St. Helens Parks & Trails Commission as established by St. Helens City Ordinance No. 2352, as amended.

ARTICLE 2

Purpose and Powers of Commission

The purpose of the Parks & Trails Commission is to encourage opportunities for parks and trails use in St. Helens, identify groups and organizations that could help enhance the parks and trail systems in the St. Helens area, provide liaison and recommendations to the City Council and other City commissions and boards, advocate and promote parks and trails in the community, identify funding opportunities for the parks and trails, and to perform such other park and trail related tasks as it shall be directed by Council to perform. In addition, the Parks & Trails Commission shall have responsibilities, duties and powers as stated in Chapter 2.16 of the St. Helens Municipal Code, as amended.

ARTICLE 3 Composition

The Parks & Trails Commission shall consist of nine at-large members, at least eight of which shall be city residents, and one ex-officio, non-voting Council member. All members shall be appointed to the Parks & Trails Commission by the Mayor with the consent of the City Council. Commissioners serve at the pleasure of the City Council.

ARTICLE 4 Term of Office; Vacancy

Term of office for each position shall be four years beginning on January 1 of the year subsequent to the appointment, unless the appointment is to fill an unexpired term. Vacancies in the commission can occur following a resignation or a removal of a commission member. A commissioner may resign at any time. A commissioner may be removed from the commission for cause following a hearing before the city council. Cause for removal includes but is not limited to misconduct in office or nonperformance of official duties, violation of government ethics, or conviction of a felony or a misdemeanor involving moral turpitude, including the crime of official misconduct. Commission members shall regularly attend meetings of the Commission and any meetings of the subcommittees to which they are appointed, and shall fulfill other duties as appointed by the Chair. Any Commission member failing to attend three consecutive Commission shall report any vacancies in the commission to the Council and the Council shall declare the position vacant. The mayor may then, with the consent of Council, appoint a new member to complete the term.

ARTICLE 5 Officers

A majority of the at large members shall comprise a quorum for the conduct of business and the concurrence of a majority of those members present shall be required to decide any matter, except that no commission meeting to conduct business shall be held by less than five members. Pursuant to Ordinance No. 2352, as amended, the Commission shall have authority to adopt rules for the conduct of its business. The following officers shall be elected from the at large commission membership during the first meeting of each year and shall serve a one-year term in the office:

Chair: The Chair shall have the responsibility of conducting all meetings and hearings in an orderly manner. Except for unanimous consent, the Chair may not initiate a motion, but may second, and shall vote on each issue after the question is called. However, in the event the Chair's vote shall create a tie, the Chair shall refrain from voting.

Vice Chair: The Vice Chair shall be responsible for conducting the meetings and hearings in the absence of the Chair.

Nothing in this section shall be deemed to limit the number of terms these officers may ultimately serve.

ARTICLE 6 Subcommittees

The Commission shall have the power to create subcommittees with such responsibilities as the Commission directs. The Chair shall appoint and charge each subcommittee with its responsibilities, shall appoint the members of the subcommittee, and shall appoint the chair of the subcommittee in the event the subcommittee consists of more than one person. The subcommittee chair shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, and reporting to the Commission concerning the work of the subcommittee.

ARTICLE 7 Public Meetings and Records

The Commission is a public body for the purposes of ORS Chapter 192, and is subject to the statutory procedures related to public records and meetings. The regular meeting of the Parks & Trails Commission shall be the third second Monday of every month except November at a place accessible to the public. The Commission is subject to the Open Meetings law (ORS 192.610 to 192.690) and shall conduct meetings accordingly. Special meetings may be called by the Chair by giving the members and the press written or verbal notice at least 24 hours before the meeting.

ARTICLE 8 Rules of Order

The rules contained in Robert's Rules of Order Newly Revised shall generally govern the Commission if they are not inconsistent with these bylaws, Oregon Revised Statutes, or St. Helens City Ordinances.

ARTICLE 9 Ethics

Parks & Trails Commission membership is an unpaid voluntary appointed position and members receive no compensation for their service except for expenses specifically budgeted and authorized by the City Council. The Parks & Trails Commission is subject to the local government ethics rules of ORS Chapter 244. Conflicts of interest shall be handled as specified in ORS 244.120.

ARTICLE 10 Amendment

These bylaws may be amended at any regular meeting of the Commission by a simple majority vote, provided that the amendment has been submitted in writing to each member prior to the meeting and any such amendment is approved by the City Council. These bylaws may be amended by the City Council upon its own motion. Prior to an amendment, the City Council may request a recommendation from the Commission.

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ST HELENS PARKS AND TRAILS COMMISSION

2024 ANNUAL REPORT TO CITY COUNCIL

August 2024

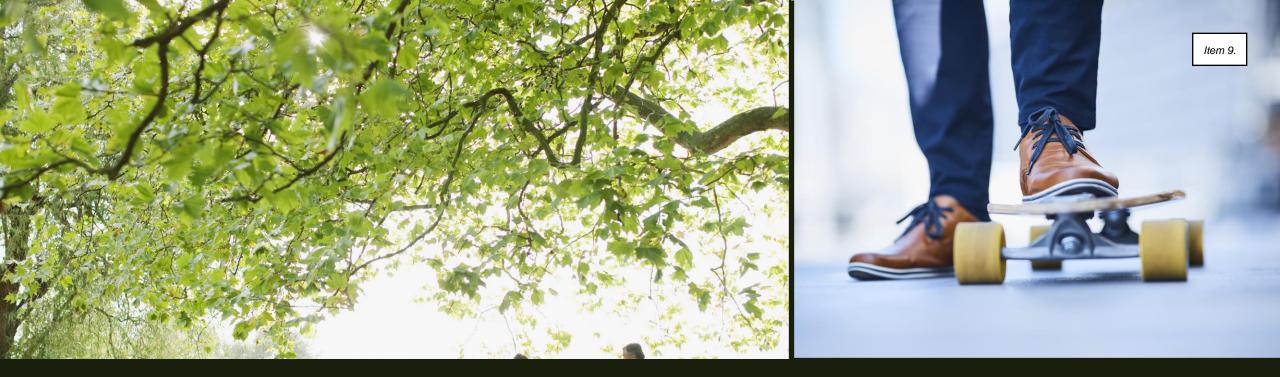
Prepared by: Lynne Pettit

2024 COMMISSION MEMBERS AND PARKS ASSIGNED

- Lynne Pettit Dalton Lake Nature Preserve, Walnut Tree Park, Japanese Garden
- Scott Jacobson, Chair Heinie Heumann Park, Columbia View Park, Columbia Botanical Gardens
- Jerry Belcher Godfrey Park, Columbia Botanical Gardens, Japanese Gardens
- Jacob Woodruff McCormick Park, 6th Street Park, Sand Island
- Howard Blumenthal Nob Hill Nature Park, Sand Island
- Paul Barlow McCormick Park, BMX Track and Skate Park
- Dana Lathrope, Vice Chair Grey Cliffs Park, Japanese Garden

NEW MEMBERS THIS YEAR:

NICK HELLMICH REID HERMAN



GODFREY PARK COLUMBIA VIEW PARK GREY CLIFFS PARK WALNUT TREE PARK HEINIE HEUMANN PARK CAMPBELL PARK 6th STREET PARK CIVIC PRIDE PARK

NO NEW IMPROVEMENTS DURING THE LAST YEAR

DISCUSSION ON CHANGES WANTED FOR THESE PARKS

- COLUMBIA BOTANICAL GARDENS: Working on a new name for the area. There is need for a small historical kiosk.
- GREY CLIFFS PARK: A barrier of some type at the cliff for safety, and handrail at the steps.
- BMX/SKATE PARK: Because of a theft, there is need for a replacement sign, and one is on order.
- COLUMBIA VIEW PARK: On hold until Waterfront Development is finished in that area scheduled for May 2025.
- CIVIC PRIDE PARK: Plant native trees and shrubs, install picnic table, and historical kiosk. Water is not available in the Park at this time, but water lines are available in the area. New signs were ordered.

DISCUSSION ON CHANGES WANTED FOR THESE PARKS - CONTINUED

HEINIE HEUMANN PARK (Submitted by Scott Jacobson)

Explored possibility of building an ADA Trail

- An ADA trail at Heinie Heumann Park had previously been identified in the 2015 Parks and • Trails Master Plan.
- Met with Melissa Watson, Executive Director of Senior Center, in December 2023 to discuss the possibility of building an ADA trail connecting the Senior Center to Heinie Heumann Park. Consulted with Jennifer Dimsho in the Planning Department regarding funding options and
- design.
- Contacted the Local Government Grant Program regarding the possibility of a grant and how this project would score and attended a webinar on grant application and scoring. Contacted Executive Director of Columbia County Habitat for Humanity regarding possibility of
- volunteer labor for matching grants.
- Contacted potential landscape designers. •
- Site meeting with Public Works, members of the Parks and Trails Commission, and Melissa
- Watson to consider design and scope. At the March 2024 Parks and Trails Commission meeting, discussed feasibility of the ADA trail and decided not to proceed at this time due to utilization concerns versus cost.
- Native plants protection •
- In the process of identifying an area with native plants that will be set aside and protected.

DISCUSSION ON CHANGES WANTED FOR THESE PARKS - CONTINUED

COLUMBIA VIEW PARK (submitted by Scott Jacobson)

- Discussion with John Walsh and Jennifer Dimsho at November 2023 Parks & Trails Commission meeting regarding park redesign.
- Revised plan and design of park presented by Jennifer Dimsho at January 2024 Parks & Trails Commission meeting.
- Park is currently closed until May 2025 due to construction.



McCORMICK PARK

All abilities Playground equipment, Disc Golf, Exercise trail, BMX track and Skate Park, Picnic tables, walking trails, the Veterans Memorial Wall, and Milton Creek meanders through the Park.

MCCORMICK PARK UPDATES



- Disc Golf group has work parties to clean the area and report any damage.
- A new area next to the Veterans Memorial Wall was completed that includes flags to honor every Branch of our Military.

JAPANESE GARDEN

- Taylor Theel of the Scappoose Bay Watershed Council discussed with Brandon and Buck an Invasive Specie Study for spraying in the Fall.
- April 20th from 9-12:00 there was a work party at the site. Cutting dead trees and bushes, weeding, cutting back brush and hauling our debris. Brandon Sundeen, Lynne Pettit, and Greg Pettit attended.

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April 30th – after the work party

APRIL 20TH – After the Work Party at the Japanese Garden

BMX TRACK AND SKATE PARK

Parks Department cut down dead trees at the track.

More than once the Parks Department painted over graffiti at the track, and it was much appreciated. A

This Photo by Unknown Author is licensed under <u>CC BY</u>

Item 9.



NOB HILL NATURE PARK

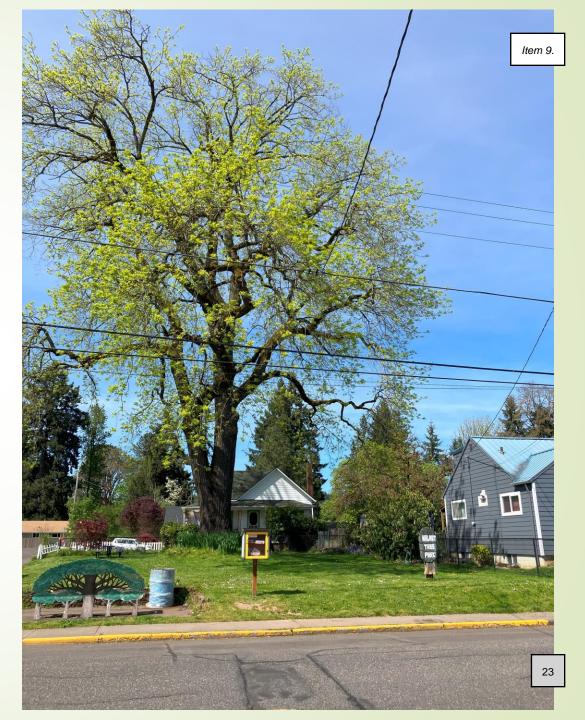
- Earned 5th TREX bench for Nob Hill
- Re-graveled several portions of the Park Trails
- Held 3 volunteer work parties in September, November and April
- Recruited 2 new volunteers that help weekly since January
- Led 2 native plant ID walks jointly with the Native Plant Society of Oregon
- Weed-eating along trails, with 2 people over 4 weekends

WALNUT TREE PARK

Walnut Tree Park:

The weeding, trimming and mowing is maintained by citizen volunteers on a monthly basis.

The St. Helens Little Library is used extensively by members of the community.







One of our local engineers at the Preserve.

DALTON LAKE NATURE PRESERVE

DALTON PRESERVE UPDATES

- The 3rd kiosk, 6th TREX bench and a Mason Bee house was installed on the Main entrance trail, near the bridge that goes over Harrie Creek. The Historical kiosk will have signs from the Museum Association soon.
- A private donation has provided an opportunity to order signs that were stolen.
- The St Helens Police Department continues to patrol the Preserve, resulting in a significant absence of garbage, and camps.
- Work is ongoing for specie signs to be made for plants and trees. QR codes will be added to show the specie in bloom with a description, on your phone.
- Brochures are made and available on the kiosks of Bird species found in the Preserve and a list of plant species.
- Parks maintenance cleared downed trees and debris from the main trails.
- New gravel was added for parking off Oregon St., South Entrance by the Kiosk.
- Volunteer works days, in Summer months, are conducted for invasive specie removal.



THANK YOU AND ACKNOWLEDGMENTS

- Public Works staff and Director for being committed to their work, prepared, and professional always, with any of our requests.
- Members of the public who come forward with suggestions and improvements for our parks.
- City and Park staff who help keep us running and provide us with regular updates, are always prepared, and knowledgeable.
- All the volunteers, including the Garden Club, Kiwanis, and Lions Club who support and weed our City parks, and other public spaces. We couldn't do it without you!
- The Parks and Trails Commissioners who donate their time to enhance the livability of this City, and for all who visit here.

THANK YOU FOR YOUR TIME! ANY QUESTIONS?

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