



# COUNCIL WORK SESSION

Wednesday, November 06, 2024 at 2:00 PM

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## COUNCIL MEMBERS:

Mayor Rick Scholl  
Council President Jessica Chilton  
Councilor Mark Gundersen  
Councilor Russell Hubbard  
Councilor Brandon Sundeen

## LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)  
Website | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)  
Email | [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)  
Phone | 503-397-6272  
Fax | 503-397-4016

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## AGENDA

### CALL WORK SESSION TO ORDER

**VISITOR COMMENTS** - *Limited to three (3) minutes per speaker*

**DISCUSSION TOPICS** - *The Council will take a break around 4:00PM*

1. 2:10PM - Employee Length of Service Recognition: Matt Molden (25), Jeremy Howell (20), Sharon Darroux (15), Scott Harrington (10)
2. 2:15PM - Port of Columbia County Update on the Former Pope & Talbot Wood Treating Site Brownfield Cleanup and Reuse Plan - *Elliot Levin and Sean Clark*
3. 2:35PM - Police Department Semi-Annual Report - *Acting Police Chief Joe Hogue*
4. 2:55PM - Discussion regarding 4th of July Fireworks Display
5. 3:15PM - Report from City Administrator John Walsh

### ADJOURN

### EXECUTIVE SESSION

*Following the conclusion of the Council Work Session, an Executive Session is scheduled to take place to discuss:*

- *Real Property Transactions, under ORS 192.660(2)(e); and*
- *Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h).*

*Representatives of the news media, staff and other persons as approved, shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers.*

### FOR YOUR INFORMATION

Upcoming Dates to Remember:

- November 6, 2:00PM, Council Work Session, Council Chambers/Zoom
- November 6, 6:30PM, Council Public Hearing, Council Chambers/Zoom
- November 6, 7:00PM, Council Regular Session, Council Chambers/Zoom
- November 11, VETERANS DAY, City Offices Closed
- November 12, 6:00PM, Planning Commission, Council Chambers/Zoom

Future Public Hearing(s)/Forum(s):

- PH: November 6, 6:30PM, Amendments to the St. Helens Development Code and Comprehensive Plan (City)
- PH: December 4, 6:15PM, Amendments to the St. Helens Development Code (City)

**VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/81542572045?pwd=JEsaAoebS0ksM2oDxUpTIxwitPdgkw.1>

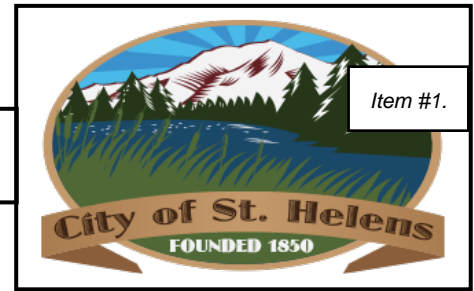
Passcode: 053551

Dial: +17193594580

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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](http://www.sthelensoregon.gov) or call 503-366-8217.



## LENGTH OF SERVICE RECOGNITION

To: Mayor and City Council

From: Kathy Payne, Human Resources Coordinator/City Recorder

Date: November 6, 2024

I am happy to announce that we have four employees who have reached a milestone in their employment with the City of St. Helens. The following individuals will be recognized at the November 6 Work Session.

### **25 Years**

**Matt Molden** began working for the City in October of 1999 as a Patrol Officer. During his tenure, he has also served as Sergeant. Molden has served the citizens well over these 25 years and is very well respected by staff and the community. With his dedicated 25 years of service, Molden retired from the St. Helens Police Department at the end of October. We wish him the very best in his future endeavors!

### **20 Years**

**Jeremy Howell** began working for the City in October of 2004 as a Patrol Officer. During his tenure thus far, he has held assignments as Detective and School Resource Officer. Officer Howell is a familiar face in the community to young and old and all in-between and is well respected. We look forward to many more years of his service!

### **15 Years**

**Sharon Darroux** began working for the City in October of 2009 as a part-time term-limited Lateral Rehab Program Coordinator. In June of 2012, she was hired on as a permanent full-time Engineering Technician II. In 2015, she was promoted to Engineering Project Manager I, and subsequently promoted to Engineering Manager in 2022. She has been very involved in the management of the waterfront redevelopment projects. Sharon is a huge asset to the City, and we are very fortunate to have her.

### **10 Years**

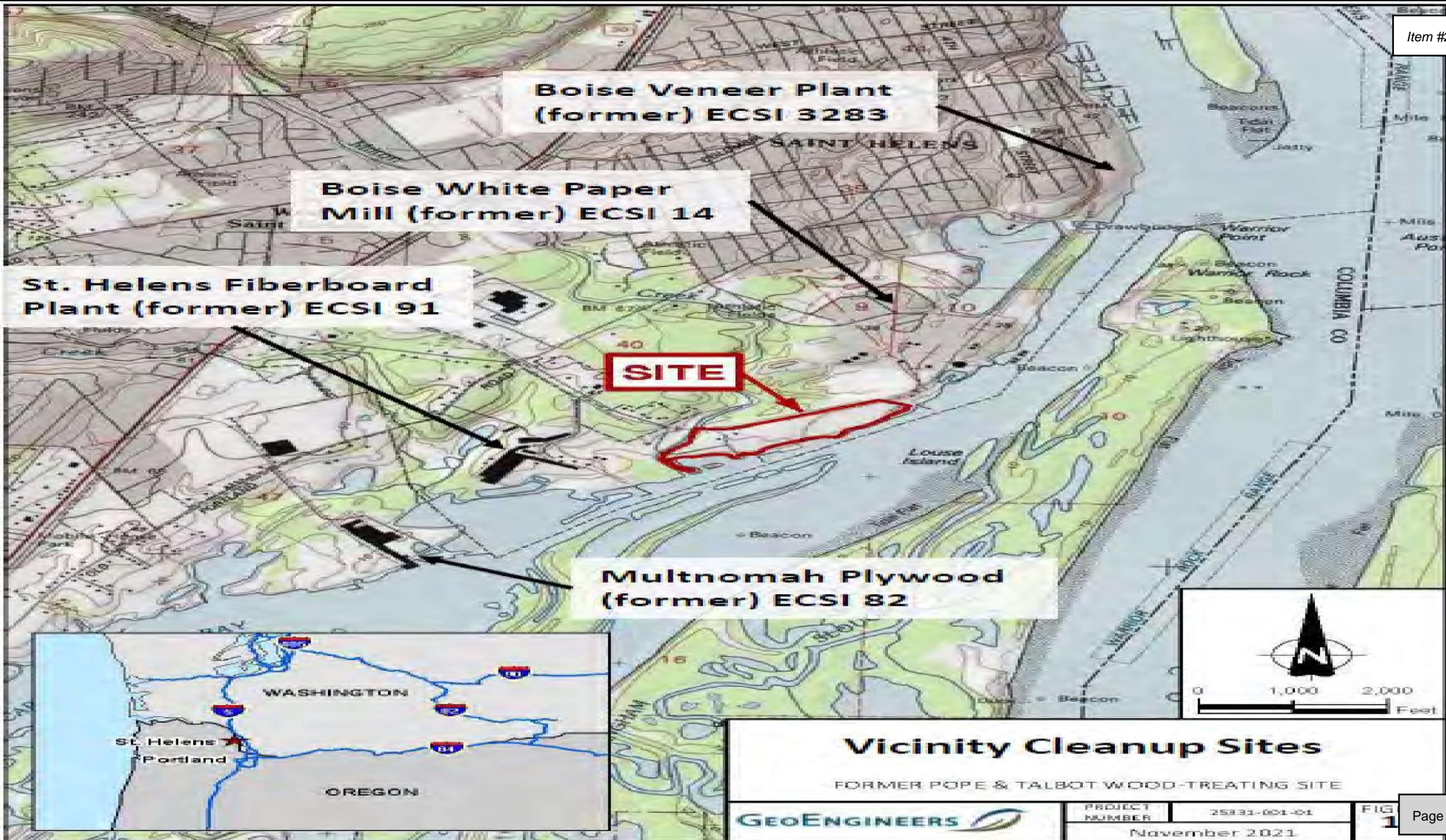
**Scott Harrington** began working for the City in October of 2014. He was hired as a Utility Worker I and is now a Utility Worker II. Scott's dedication to his work and to the City is commendable and we appreciate all that he does to keep the City's infrastructure in working order.

**Congratulations Matt, Jeremy, Sharon, and Scott and thank you** for your service!



**Pope & Talbot**  
**EPA Brownfield Cleanup**  
**Grant Application**  
November 6, 2024





**Boise Veneer Plant  
(former) ECSI 3283**

**Boise White Paper  
Mill (former) ECSI 14**

**St. Helens Fiberboard  
Plant (former) ECSI 91**

**SITE**

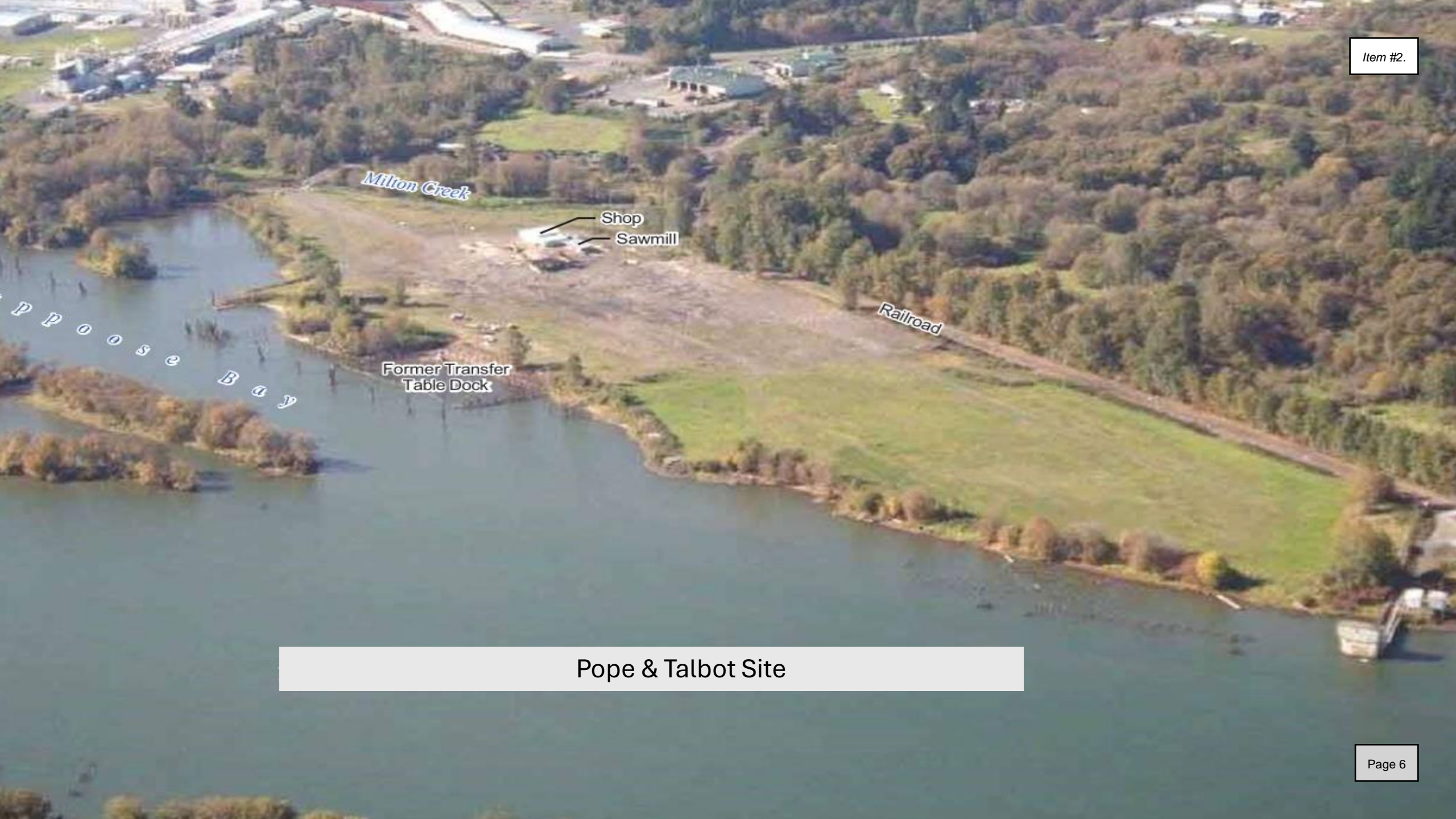
**Multnomah Plywood  
(former) ECSI 82**



**Vicinity Cleanup Sites**  
FORMER POPE & TALBOT WOOD-TREATING SITE

	PROJECT NUMBER	25331-001-01	<b>FIG 1</b>
	November 2021		





Pope & Talbot Site





Creosote Tanks

Retorts

Transfer Table

Hog Fuel Loading and Conveyor

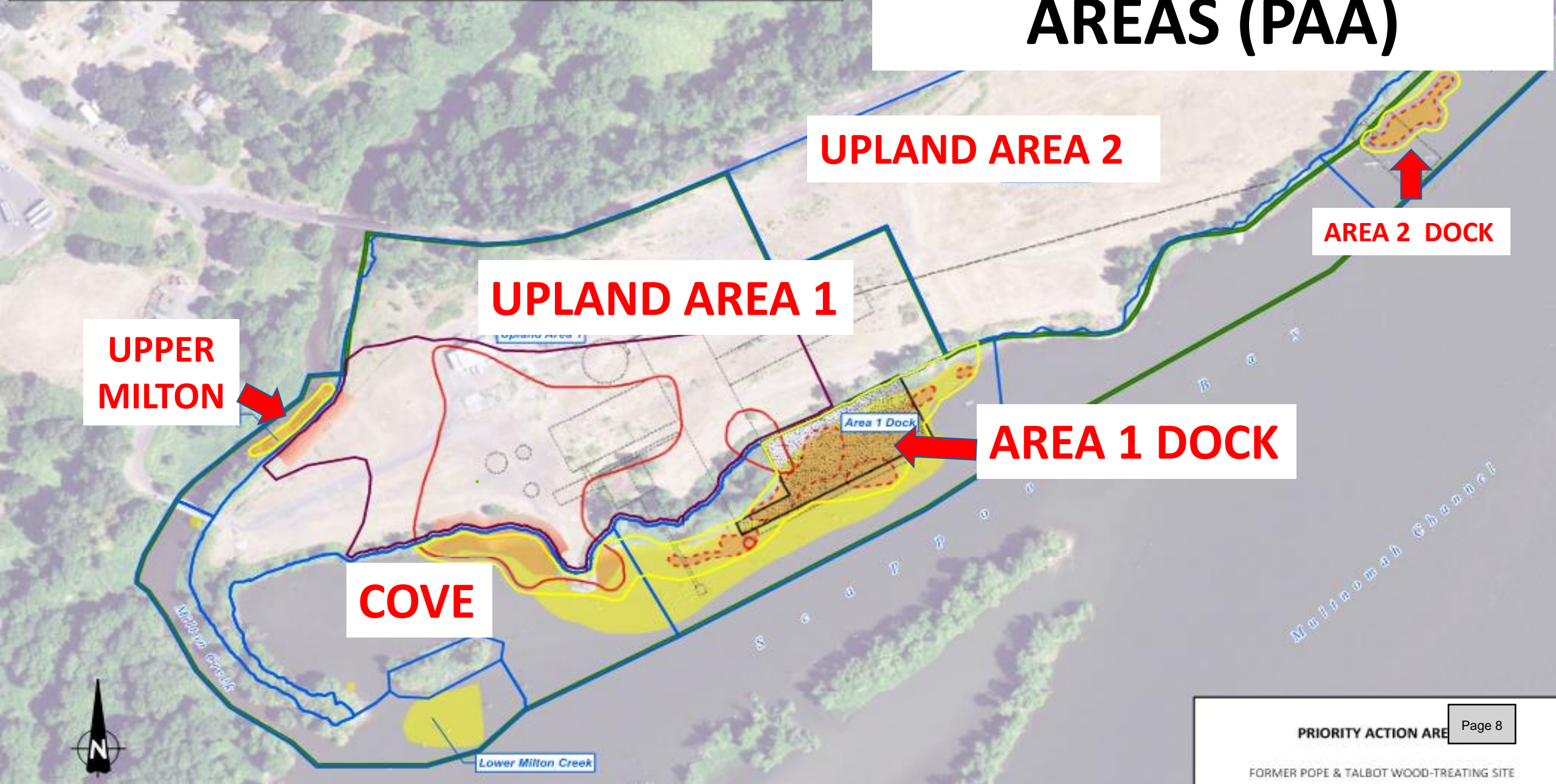


**LEGEND:**

- Former Site Feature
- Areas of Significant Creosote Contaminated Wood Debris
- Inferred Extent of Upland NAPL
- Area of Intermittent Groundwater/NAPL Seeps
- Former Transfer Table Dock
- Approximate Offshore Area
- Locality of Facility
- Offshore Priority Action Area
- Upland Priority Action Area
- Area of Surface Petroleum Sheen - Moderate to Heavy
- Area of Surface Petroleum Sheen - Slight

# PRIORITY ACTION AREAS (PAA)

Item #2.



**UPLAND AREA 2**

**AREA 2 DOCK**

**UPLAND AREA 1**

**UPPER MILTON**

**AREA 1 DOCK**

**COVE**





Milton Creek

Shop

Sawmill

Railroad

Poose Bay

Former Transfer  
Table Dock

Pope & Talbot Site





**PARKS AND TRAILS MASTER PLAN  
CITY OF ST. HELENS**  
Map Created By: JD  
May 2014





McCormick Park

Pope and Talbot

Google Earth

Image © 2024 Airbus



## CLEAN-UP FUNDING

Estimated Cost to Cap Upland Area 1:	\$5 million
Grant:	<u>\$4 million</u>
Shortfall:	\$1 million

DEQ Orphan Funding:	\$500,000
Port of Columbia County:	\$500,000

*Estimated Cost to Clean Entire Site:	\$30 million +
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\*Predesign Estimate including future monitoring



# Questions?





# A TRADITION OF EXCELLENCE

Western Display Fireworks has been providing the finest in pyrotechnic productions for over 75 years. We are the oldest and largest aerial display fireworks company in the Northwest and are honored to be part of hundreds of events annually.

We offer custom designed fireworks displays for every budget, venue, and event type. We strive to make each display more spectacular than the last and never lose sight of our company commitment to the safety of our crew and spectators.

**WE WELCOME THE OPPORTUNITY TO BE  
A PART OF YOUR CELEBRATION AND SHARE  
OUR DEDICATION TO EXCEPTIONAL  
CUSTOMER SERVICE.**



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P.O. Box 932 • Canby • Oregon 97013 • 503.656.1999 • [westerndisplay.com](http://westerndisplay.com)

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# REFERENCES

Item #4.

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## SEATTLE SEAFAIR SUMMER FOURTH

Eric Corning | *PRESIDENT & CEO*  
206.728.0123 • eric@seafair.org

## PORTLAND ROSE FESTIVAL

Steven Bledsoe | *WATERFRONT ACTIVITIES MANAGER*  
503.227.2681 • stevenb@rosefestival.org

## THE MILL CASINO

## INDEPENDENCE DAY CELEBRATION

Kevin Lee | *MARKETING SPECIALIST*  
541.756.8800 x 1565 • klee@themillcasino.com

## SAN JUAN ISLAND

## INDEPENDENCE DAY CELEBRATION

Becki Day | *CHAMBER EXECUTIVE DIRECTOR*  
360.378.5240 • chamber@sanjuanisland.org

## CITY OF BOISE 4TH OF JULY

Summer Altieri | *SPECIAL EVENT COORDINATOR*  
208.608.7618 • saltieri@cityofboise.org

## WATERFRONT BLUES FESTIVAL

Tyler Fuller | *PRESIDENT*  
503.880.0192 • tyler@fullerevents.com

## CHINOOK WINDS CASINO ANNIVERSARY CELEBRATION, LINCOLN CITY, OR

Heather Thomas | *ENTERTAINMENT MANAGER*  
541.996.5787 • heathert@CWCResort.com

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Page 15



# COMPANY SAFETY EXPERIENCE

**SAFETY** We maintain an unparalleled safety record through ongoing pyrotechnician training and strict adherence to Federal DOT and ATF regulations, National Fire Protection Association (NFPA) and state statutes. We are committed to providing both the safest and most spectacular fireworks displays for our clients.

**EXPERIENCE** Our decades of experience and commitment to artistic design plus use of the latest technology, has made us the largest and most celebrated display fireworks company in the Northwest. We produce hundreds of shows annually for a wide variety of events. Here are just a few:

- TACOMA FREEDOM FAIR ● SEAFAIR SUMMER FOURTH
- PORTLAND ROSE FESTIVAL ● KUNA RODEO—KUNA, ID
- NEWPORT 4TH OF JULY ● MUKILTEO LIGHTHOUSE FESTIVAL
- SILVERDALE WHALING DAYS ● CITY OF BOISE 4TH OF JULY
- ST. PAUL RODEO—ST. PAUL, OR ● YAKIMA JULY 4TH CELEBRATION
- ASTORIA WARRENTON 4TH OF JULY ● LINCOLN CITY 4TH OF JULY
- JOINT BASE LEWIS | MCCHORD INDEPENDENCE DAY CELEBRATION
- CITY OF FEDERAL WAY—RED, WHITE AND BLUES
- SEASIDE'S OLD FASHIONED FOURTH OF JULY
- THE MILL CASINO INDEPENDENCE DAY CELEBRATION
- SAN JUAN INDEPENDENCE DAY CELEBRATION
- ROCHE HARBOR RESORT AND MARINA INDEPENDENCE DAY
- WATERFRONT BLUES FESTIVAL—PORTLAND, OR
- ANACORTES FOURTH OF JULY CELEBRATION
- MELALEUCA FREEDOM CELEBRATION—IDAHO FALLS, ID
- CHINOOK WINDS CASINO ANNIVERSARY CELEBRATION
- DIAMOND LAKE JULY 4TH CELEBRATION 100TH ANNIVERSARY
- EUGENE EMERALDS BASEBALL JULY 3RD AND 4TH
- HILLSBORO HOPS SEASON OF FIREWORKS

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WESTERN DISPLAY FIREWORKS LTD

City of St Helens  
St Helens 4<sup>th</sup> of July  
July 4, 2025

Portland • Seattle • Boise



## Fireworks Display Proposal Summary

City of St Helens  
St Helens 4<sup>th</sup> of July  
July 4, 2025

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
  - \$5,000,000 (per occurrence) general liability
- Process and pay for a General Fireworks Display Permit issued by the Oregon State Fire Marshal's office and approved by local police and fire authorities
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the loading site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
  - We have included a number of high-quality, American made products in your Display to celebrate the completion of the City's Riverfront District Project
- Provide all necessary mortars and firing equipment required to pre-load and electrically fire the display

Portland • Seattle • Boise

# City of St. Helens

Show date 7/4/25  
 Location St. Helens, OR

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
00:01.900	4" Silver Wave to Aqua	4"	1	OPENER
00:03.200	2.5" (30 Shot) Fanned Turquoise Peony / Orange Shiny F	B1	2	OPENER
00:03.200	2.5" (30 Shot) Fanned Turquoise Peony / Orange Shiny F	B3	2	OPENER
00:05.900	4" Silver Wave to Orange	4"	3	OPENER
00:09.450	5" Half Orange Half Aqua Peony	5"	4	OPENER
00:13.900	4" Silver Wave to Aqua	4"	5	OPENER
00:17.900	4" Silver Wave to Orange	4"	6	OPENER
00:21.450	5" Half Orange Half Aqua Peony	5"	7	OPENER
00:26.500	3" Sunny Package V25	3"	8	
00:30.350	5" Sunny Package V25	5"	9	
00:35.600	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	10	
00:41.200	3" Sunny Package V25	3"	11	
00:45.100	4" Sunny Assortment Package A 2020	4"	12	
00:49.600	5" Sunny Assortment Package A 2020	5"	13	
00:56.000	3" Sunny Package V25	3"	14	
01:00.900	3" Sunny Package V25	3"	15	
01:04.800	4" Sunny Assortment Package A 2020	4"	16	
01:09.650	5" Sunny Package V25	5"	17	
01:14.600	4" Sunny Assortment Package A 2020	4"	18	
01:19.500	4" Sunny Assortment Package A 2020	4"	19	
01:24.900	4" Sunny Package V25	4"	20	
01:29.300	4" Sunny Assortment Package A 2020	4"	21	
01:35.200	3" Sunny Package V25	3"	22	
01:39.600	4" Sunny Package V25	4"	23	
01:45.000	3" Sunny Package V25	3"	24	
01:49.900	3" Sunny Package V25	3"	25	

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
01:53.400	5" Sunny Assortment Package A 2020	5"	26	
01:58.800	4" Sunny Assortment Package A 2020	4"	27	
01:59.000	100S 5 Point Shape Ti-Crackling Tail & Brocade Palm Cr	B1	28	MS#1
01:59.000	100S 5 Point Shape Ti-Crackling Tail & Brocade Palm Cr	B3	28	MS#1
02:03.700	4" Sunny Assortment Package A 2020	4"	29	
02:08.550	5" Sunny Package V25	5"	30	
02:13.500	4" Sunny Assortment Package A 2020	4"	31	
02:19.400	3" Sunny Package V25	3"	32	
02:23.600	5" (18) Sunny Assortment Package D	5"	33	
02:29.200	3" Sunny Package V25	3"	34	
02:34.100	3" Sunny Package V25	3"	35	
02:38.500	4" Sunny Package V25	4"	36	
02:43.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	37	
02:48.800	3" Sunny Package V25	3"	38	
02:53.700	3" Sunny Package V25	3"	39	
02:57.700	4" Sunny Assortment Package A 2020	4"	40	
03:03.600	3" Sunny Package V25	3"	41	
03:08.500	3" Sunny Package V25	3"	42	
03:13.400	3" Sunny Package V25	3"	43	
03:17.300	4" Sunny Assortment Package A 2020	4"	44	
03:23.200	3" Sunny Package V25	3"	45	
03:27.400	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	46	
03:32.300	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	47	
03:37.400	4" Sunny Package V25	4"	48	
03:42.300	4" Sunny Package V25	4"	49	
03:47.700	3" Sunny Package V25	3"	50	



### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
03:52.600	3" Sunny Package V25	3"	51	
03:56.900	5" (18) Sunny Assortment Package D	5"	52	
04:01.450	5" Sunny Package V25	5"	53	
04:06.900	4" Sunny Package V25	4"	54	
04:11.600	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	55	
04:17.200	3" Sunny Package V25	3"	56	
04:21.100	4" Sunny Assortment Package A 2020	4"	57	
04:25.950	5" Sunny Package V25	5"	58	
04:30.900	4" Sunny Assortment Package A 2020	4"	59	
04:35.800	4" Sunny Assortment Package A 2020	4"	60	
04:41.700	3" Sunny Package V25	3"	61	
04:46.100	4" Sunny Package V25	4"	62	
04:51.500	3" Sunny Package V25	3"	63	
04:56.500	3" Sunny Package V25	3"	64	
05:01.400	3" Sunny Package V25	3"	65	
05:05.300	4" Sunny Assortment Package A 2020	4"	66	
05:10.500	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	67	
05:15.400	5" (18) Sunny Assortment Package D	5"	68	
05:21.000	3" Sunny Package V25	3"	69	
05:25.200	5" (18) Sunny Assortment Package D	5"	70	
05:29.400	5" Sunny Assortment Package A 2020	5"	71	
05:35.700	3" Sunny Package V25	3"	72	
05:40.100	4" Sunny Package V25	4"	73	
05:44.100	5" Sunny Assortment Package A 2020	5"	74	
05:49.700	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	75	
05:51.500	100S Fan Green Strobe Mine to Brocade Waterfall	B1	76	MS#2

# City of St. Helens

Show date 7/4/25  
 Location St. Helens, OR

Item #4.

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
05:51.500	100S Fan Green Strobe Mine to Brocade Waterfall	B3	76	MS#2
05:55.400	3" Sunny Package V25	3"	77	
05:59.800	4" Sunny Package V25	4"	78	
06:04.200	4" Sunny Assortment Package A 2020	4"	79	
06:10.100	3" Sunny Package V25	3"	80	
06:14.300	5" (18) Sunny Assortment Package D	5"	81	
06:19.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	82	
06:24.800	3" Sunny Package V25	3"	83	
06:29.700	3" Sunny Package V25	3"	84	
06:34.600	3" Sunny Package V25	3"	85	
06:38.450	5" Sunny Package V25	5"	86	
06:44.400	3" Sunny Package V25	3"	87	
06:49.300	3" Sunny Package V25	3"	88	
06:53.300	4" Sunny Assortment Package A 2020	4"	89	
06:58.500	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	90	
07:03.600	4" Sunny Package V25	4"	91	
07:09.000	3" Sunny Package V25	3"	92	
07:13.900	3" Sunny Package V25	3"	93	
07:17.400	5" Sunny Assortment Package A 2020	5"	94	
07:22.700	4" Sunny Assortment Package A 2020	4"	95	
07:28.600	3" Sunny Package V25	3"	96	
07:32.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	97	
07:37.350	5" Sunny Package V25	5"	98	
07:42.600	5" (18) Sunny Assortment Package D	5"	99	
07:48.200	3" Sunny Package V25	3"	100	
07:53.200	3" Sunny Package V25	3"	101	

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
07:58.100	3" Sunny Package V25	3"	102	
08:02.000	4" Sunny Assortment Package A 2020	4"	103	
08:07.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	104	
08:12.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	105	
08:16.300	5" Sunny Assortment Package A 2020	5"	106	
08:21.900	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	107	
08:26.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	108	
08:32.400	3" Sunny Package V25	3"	109	
08:36.600	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	110	
08:41.700	4" Sunny Package V25	4"	111	
08:46.600	4" Sunny Package V25	4"	112	
08:51.400	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	113	
08:56.300	5" (18) Sunny Assortment Package D	5"	114	
09:01.400	4" Sunny Package V25	4"	115	
09:05.800	4" Sunny Assortment Package A 2020	4"	116	
09:11.000	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	117	
09:16.100	4" Sunny Package V25	4"	118	
09:20.500	4" Sunny Assortment Package A 2020	4"	119	
09:25.700	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	120	
09:30.250	5" Sunny Package V25	5"	121	
09:36.200	3" Sunny Package V25	3"	122	
09:41.100	3" Sunny Package V25	3"	123	
09:43.000	2.5" (30 Shot) Fanned Variegated Crossette	B2	124	MS#3
09:45.500	4" Sunny Package V25	4"	125	
09:50.300	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	126	
09:55.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	127	

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
10:00.300	4" Sunny Package V25	4"	128	
10:05.200	4" Sunny Package V25	4"	129	
10:10.100	4" Sunny Package V25	4"	130	
10:14.450	5" Sunny Package V25	5"	131	
10:19.350	5" Sunny Package V25	5"	132	
10:25.300	3" Sunny Package V25	3"	133	
10:30.200	3" Sunny Package V25	3"	134	
10:35.100	3" Sunny Package V25	3"	135	
10:39.000	4" Sunny Assortment Package A 2020	4"	136	
10:44.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	137	
10:48.500	5" Sunny Assortment Package A 2020	5"	138	
10:54.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	139	
10:59.000	5" (18) Sunny Assortment Package D	5"	140	
11:03.200	5" Sunny Assortment Package A 2020	5"	141	
11:08.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	142	
11:13.400	4" Sunny Assortment Package A 2020	4"	143	
11:17.900	5" Sunny Assortment Package A 2020	5"	144	
11:24.200	3" Sunny Package V25	3"	145	
11:28.600	4" Sunny Package V25	4"	146	
11:34.000	3" Sunny Package V25	3"	147	
11:37.500	5" Sunny Assortment Package A 2020	5"	148	
11:43.800	3" Sunny Package V25	3"	149	
11:48.300	4" Sunny Package V25	4"	150	
11:53.200	4" Sunny Package V25	4"	151	
11:57.600	4" Sunny Assortment Package A 2020	4"	152	
12:02.100	5" Sunny Assortment Package A 2020	5"	153	



## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
12:07.000	5" Sunny Assortment Package A 2020	5"	154	
12:12.300	4" Sunny Assortment Package A 2020	4"	155	
12:17.500	5" (18) Sunny Assortment Package D	5"	156	
12:22.050	5" Sunny Package V25	5"	157	
12:27.500	4" Sunny Package V25	4"	158	
12:32.200	5" (18) Sunny Assortment Package D	5"	159	
12:37.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	160	
12:41.700	4" Sunny Assortment Package A 2020	4"	161	
12:47.200	4" Sunny Package V25	4"	162	
12:52.600	3" Sunny Package V25	3"	163	
12:56.500	4" Sunny Assortment Package A 2020	4"	164	
13:01.000	5" Sunny Assortment Package A 2020	5"	165	
13:07.300	3" Sunny Package V25	3"	166	
13:12.200	3" Sunny Package V25	3"	167	
13:16.050	5" Sunny Package V25	5"	168	
13:21.000	4" Sunny Assortment Package A 2020	4"	169	
13:26.200	5" (18) Sunny Assortment Package D	5"	170	
13:30.800	4" Sunny Assortment Package A 2020	4"	171	
13:36.500	100 Shots Different Shapes, Red/ Green/ Red Strobe Tai	B1	172	MS#4
13:36.500	100 Shots Different Shapes, Red/ Green/ Red Strobe Tai	B3	172	MS#4
13:36.700	3" Sunny Package V25	3"	173	
13:40.900	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	174	
13:46.100	4" Sunny Package V25	4"	175	
13:50.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	176	
13:55.350	5" Sunny Package V25	5"	177	
14:01.300	3" Sunny Package V25	3"	178	

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
14:05.500	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	179	
14:11.100	3" Sunny Package V25	3"	180	
14:16.000	3" Sunny Package V25	3"	181	
14:19.900	4" Sunny Assortment Package A 2020	4"	182	
14:24.800	4" Sunny Assortment Package A 2020	4"	183	
14:29.300	5" Sunny Assortment Package A 2020	5"	184	
14:35.100	4" Sunny Package V25	4"	185	
14:39.500	4" Sunny Assortment Package A 2020	4"	186	
14:45.000	4" Sunny Package V25	4"	187	
14:49.700	5" (18) Sunny Assortment Package D	5"	188	
14:54.300	4" Sunny Assortment Package A 2020	4"	189	
14:59.150	5" Sunny Package V25	5"	190	
15:04.400	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	191	
15:10.000	3" Sunny Package V25	3"	192	
15:14.900	3" Sunny Package V25	3"	193	
15:18.800	4" Sunny Assortment Package A 2020	4"	194	
15:24.000	5" (18) Sunny Assortment Package D	5"	195	
15:28.900	5" (18) Sunny Assortment Package D	5"	196	
15:33.450	5" Sunny Package V25	5"	197	
15:38.350	5" Sunny Package V25	5"	198	
15:43.900	4" Sunny Package V25	4"	199	
15:49.300	3" Sunny Package V25	3"	200	
15:54.200	3" Sunny Package V25	3"	201	
15:59.100	3" Sunny Package V25	3"	202	
16:04.000	3" Sunny Package V25	3"	203	
16:08.400	4" Sunny Package V25	4"	204	

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
16:13.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	205	
16:18.000	5" (18) Sunny Assortment Package D	5"	206	
16:22.200	5" Sunny Assortment Package A 2020	5"	207	
16:27.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	208	
16:32.700	5" (18) Sunny Assortment Package D	5"	209	
16:36.900	5" Sunny Assortment Package A 2020	5"	210	
16:42.800	4" Sunny Package V25	4"	211	
16:48.200	3" Sunny Package V25	3"	212	
16:53.100	3" Sunny Package V25	3"	213	
16:58.000	3" Sunny Package V25	3"	214	
17:02.900	3" Sunny Package V25	3"	215	
17:07.300	4" Sunny Package V25	4"	216	
17:12.200	4" Sunny Package V25	4"	217	
17:16.550	5" Sunny Package V25	5"	218	
17:21.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	219	
17:26.400	4" Sunny Assortment Package A 2020	4"	220	
17:27.200	2.5" (30 Shot) Fanned Glitter Coconut w/Glitter Tail	B2	221	MS#5
17:31.800	4" Sunny Package V25	4"	222	
17:37.200	3" Sunny Package V25	3"	223	
17:41.500	5" (18) Sunny Assortment Package D	5"	224	
17:47.100	3" Sunny Package V25	3"	225	
17:50.600	5" Sunny Assortment Package A 2020	5"	226	
17:56.900	3" Sunny Package V25	3"	227	
18:01.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	228	
18:06.700	3" Sunny Package V25	3"	229	
18:11.100	4" Sunny Package V25	4"	230	



## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
18:16.500	3" Sunny Package V25	3"	231	
18:20.400	4" Sunny Assortment Package A 2020	4"	232	
18:24.900	5" Sunny Assortment Package A 2020	5"	233	
18:30.150	5" Sunny Package V25	5"	234	
18:36.100	3" Sunny Package V25	3"	235	
18:40.600	4" Sunny Package V25	4"	236	
18:45.000	4" Sunny Assortment Package A 2020	4"	237	
18:50.400	4" Sunny Package V25	4"	238	
18:55.800	3" Sunny Package V25	3"	239	
19:00.200	4" Sunny Package V25	4"	240	
19:05.600	3" Sunny Package V25	3"	241	
19:09.800	5" (18) Sunny Assortment Package D	5"	242	
19:14.000	4" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	4"	243	FINALE STAGE 1
19:15.000	2.5" (30 Shot) Fanned White Peony w/ White Mine	B1	244	FINALE STAGE 1
19:15.000	2.5" (30 Shot) Fanned White Peony w/ White Mine	B2	244	FINALE STAGE 1
19:15.000	2.5" (30 Shot) Fanned White Peony w/ White Mine	B3	244	FINALE STAGE 1
19:15.100	5" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	5"	245	FINALE STAGE 1
19:17.000	4" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	4"	246	FINALE STAGE 1
19:18.100	5" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	5"	247	FINALE STAGE 1
19:20.000	4" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	4"	248	FINALE STAGE 1
19:21.100	5" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	5"	249	FINALE STAGE 1
19:23.000	4" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	4"	250	FINALE STAGE 1
19:24.100	5" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	5"	251	FINALE STAGE 1
19:26.000	4" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	4"	252	FINALE STAGE 1
19:27.100	5" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	5"	253	FINALE STAGE 1
19:29.000	4" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	4"	254	FINALE STAGE 1

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
19:30.100	5" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	5"	255	FINALE STAGE 1
19:32.000	4" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	4"	256	FINALE STAGE 1
19:33.100	5" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	5"	257	FINALE STAGE 1
19:35.000	4" Super Golden Brocade w/ White Flitter Petal	4"	258	FINALE STAGE 2
19:35.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	259	FINALE STAGE 2
19:36.000	2.5" (30 Shot) Fanned Titanium Salute	B1	260	FINALE STAGE 2
19:36.000	2.5" (30 Shot) Fanned Titanium Salute	B2	260	FINALE STAGE 2
19:36.000	2.5" (30 Shot) Fanned Titanium Salute	B3	260	FINALE STAGE 2
19:37.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	261	FINALE STAGE 2
19:37.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	262	FINALE STAGE 2
19:39.000	4" Super Golden Brocade w/ White Flitter Petal	4"	263	FINALE STAGE 2
19:39.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	264	FINALE STAGE 2
19:41.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	265	FINALE STAGE 2
19:41.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	266	FINALE STAGE 2
19:43.000	4" Super Golden Brocade w/ White Flitter Petal	4"	267	FINALE STAGE 2
19:43.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	268	FINALE STAGE 2
19:45.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	269	FINALE STAGE 2
19:45.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	270	FINALE STAGE 2
19:47.000	4" Super Golden Brocade w/ White Flitter Petal	4"	271	FINALE STAGE 2
19:47.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	272	FINALE STAGE 2
19:49.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	273	FINALE STAGE 2
19:49.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	274	FINALE STAGE 2
19:51.000	4" Super Golden Brocade w/ White Flitter Petal	4"	275	FINALE STAGE 2
19:51.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	276	FINALE STAGE 2
19:53.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	277	FINALE STAGE 2
19:53.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	278	FINALE STAGE 2

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
19:56.200	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	279	FINALE STAGE 3
19:56.400	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	280	FINALE STAGE 3
19:56.600	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	281	FINALE STAGE 3
19:56.800	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	282	FINALE STAGE 3
19:57.000	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	283	FINALE STAGE 3
19:57.000	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	284	FINALE STAGE 3
19:57.100	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	285	FINALE STAGE 3
19:57.100	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	286	FINALE STAGE 3
19:57.200	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	287	FINALE STAGE 3
19:57.200	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	288	FINALE STAGE 3
19:57.300	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	289	FINALE STAGE 3
19:57.300	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	290	FINALE STAGE 3
19:57.400	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	291	FINALE STAGE 3
19:57.600	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	292	FINALE STAGE 3
19:57.900	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	293	FINALE STAGE 3
20:25.900	5" (18) Sunny Value Assortment Package			<NOT A CIRCUIT>
20:25.900	5" (18) Sunny Assortment Package A 2024			<NOT A CIRCUIT>
20:25.900	5" (18) Sunny Assortment Package D			<NOT A CIRCUIT>
20:26.400	4" (36) Sunny Assortment Package V25			<NOT A CIRCUIT>
20:26.400	4" (36) Sunny Meteor Assortment 2024			<NOT A CIRCUIT>
20:26.700	3" (72) Sunny Value Assortment Package			<NOT A CIRCUIT>
20:26.700	4" (36) Crown Assortment B RT(18 Effects) Free Sponso			<NOT A CIRCUIT>



## DISPLAY AGREEMENT AND PURCHASE ORDER

**THIS AGREEMENT** ("Agreement") is entered into on \_\_\_\_\_ by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of St Helens, whose address is PO Box 278, 265 Strand St, St Helens, OR 97051 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2025 shot from a barge on the Columbia River, south end of Sand Island, St Helens, OR 97051, as detailed in Proposal #25-7765, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWENTY FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00) is to be paid as follows: 20% of the total price, \$5,000.00 was paid on APRIL 8, 2024; 20% of the total price, \$5,000.00 is due by MARCH 1, 2025; 20% of the total price, \$5,000.00 is due by JUNE 4, 2025; the remaining balance of the price, \$10,000.00, is due in full on or before July 14, 2025. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
  - a. To supply all shells and other pyrotechnics listed on the Proposal;
  - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
  - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
  - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
  - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
  - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
  - b. Sponsor to provide a tug & barge adequate to conduct the display. Barge provided must comply with size requirements set forth by NFPA 1123 and meet the approval of WDF. Barge & tug arrangements to be mutually agreed upon no later than 60 days prior to display date; and
  - c. Sponsor to provide barge loading/unloading facility.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.

6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
- a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
- b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$6,250.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$12,500.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$25,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually

agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.



- 15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
- 16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
- 17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
- 18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
- 19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before November 18, 2024.

**Sponsor**

**Western Display Fireworks, Ltd.**

\_\_\_\_\_

\_\_\_\_\_

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

By: Brent Pavlicek

Its: \_\_\_\_\_

Its: Co-President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



### Exhibit A—Display Site Map—St. Helens



Western Display Fireworks LTD.  
ST. Helens, OR  
Barge 125'x35'  
45°51'43.70"N 122°47'34.50"W



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	Item #4.
10/	

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**


<b>PRODUCER</b> Acisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 216-658-7100	<b>FAX (A/C. No.):</b> 216-658-7101
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Everest Indemnity Insurance Co.	<b>NAIC #</b> 10851
	<b>INSURER B:</b> Axis Surplus Ins Company	26620
	<b>INSURER C:</b> Everest Denali Insurance Company	16044
	<b>INSURER D:</b> Travelers Property Casualty Co of America	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 1520591209** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00215-241	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00098-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000069176-06	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37-302971-01-02 (OR, CA, MD, MT, TN, TX, UT)	1/15/2024	1/15/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 Display Date: July 4, 2025  
 Display Site: From a barge on the Columbia River located off the south end of Sand Island, St. Helens, OR 97051  
 Additional Insured:  
 1) City of St Helens  
 2) Columbia River Fire & Rescue  
 3) Scappoose Fire District

<b>CERTIFICATE HOLDER</b>  City of St Helens PO Box 278 St Helens OR 97051	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# INVOICE

10/16/2024

Item #4.



**Bill to:** City of St Helens  
PO Box 278  
St Helens OR 97051

**Attn:** Gloria Butsch

Phone: 503-366-8227

Fax:

Email: [gbutsch@sthelensoregon.gov](mailto:gbutsch@sthelensoregon.gov)

Fireworks Proposal #	Date	Description	Amount
25-7765	7/4/2025	Fireworks Show  1st installment due 3/1/2025	\$5,000.00

**Terms:**

1st installment due 3/1/2025

Thank you in advance for your prompt payment!

<b>Sub Total</b>	\$5,000.00
<b>Tax</b>	\$0.00
<b>Total Current Due</b>	\$5,000.00

**Please make checks payable to:**

**Western Display Fireworks, LTD.**

PO Box 932

Canby, Oregon 97013



**~ We appreciate your business ~**

\* If you should have any questions regarding this invoice,  
please contact our office at (503) 656-1999.





## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: **Administration & Community Development Dept. Report**

Date: November 6, 2024

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Planning Division Report attached.

Business License Report attached.

Suggestion Box Report attached.

# CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



**To:** City Council  
**From:** Jacob A. Graichen, AICP, City Planner  
**cc:** Planning Commission

**Date:** October 23, 2024

This report does not indicate all *current planning* activities over the past report period. These are tasks, processing and administration of the Development Code which are a weekly if not daily responsibility. The Planning Commission agenda, available on the City's website, is a good indicator of *current planning* activities. The number of building permits issued is another good indicator as many require Development Code review prior to Building Official review.

**ASSOCIATE PLANNER/PROJECT MANAGER**—*In addition to routine tasks, the Associate Planner/Community Development Project Manager has been working on: See attached.*

## **PLANNING ADMINISTRATION—PREAPPLICATIONS MEETINGS**

Conducted a pre-application meeting for potential new indoor skatepark, and mix of uses such as retail and office in the old Midway Electric building (who closed c. 2011) along Columbia Boulevard by the CRFR fire station.

Kick off meeting for pump station #7 along Old Portland Road occurred, as part of the city's overall sanitary sewer upgrade efforts. Being by a creek, there are some potential flood / riparian considerations.

Conducted a pre-application meeting for a potential new gas station and convenience store along the highway just north of Les Schwab Tires. This has been an off and on discussion for a number of years, but I think they are more serious this time.

## **PLANNING ADMINISTRATION—MISC.**

In September, things started to get bogged down with workload, and this continued into October. Luckily, I have not been backed up (behind) in work for many months prior to September.

The Armstrong World Industries site at 1645 Railroad Avenue has been purchased by Upland Data Center, LLC. We have had preliminary discussions about a data center here, but nothing formal permit-wise yet. A business license was submitted for Upland Data Center, LLC indicating an employee county of 1. It seems they are serious about the site based on the purchase.

November and December include three scheduled public hearings for the 2024 code amendments (both Planning Commission and City Council). So, much effort for notices, preparation and such this month. The 2024 Development Code amendment efforts started last November (2023); I'm guessing it will be a 14-month process, including the final ordinances following the public hearings.

Notice of some of the 2024 code amendments sent to > 5,000 thousand properties within the city. Staff have fielded several calls this month about this, all of which have been pleasant. People just want to understand it better.

Economic Opportunities Analysis (EOA) efforts continue with efforts with the Technical Advisory Group and review of the draft EOA document.

Continue to assist City Engineering with the city-wide sanitary sewer upgrade efforts.

## **DEVELOPMENT CODE ENFORCEMENT**

City Hall accessibility concern reported to the safety committee on Sept. 30, 2024, the Monday after the first Spirit of Halloweentown weekend. This is what it looked like:



This is an important staff entrance, but also a critical emergency exit, especially for people on the 2<sup>nd</sup> floor of this hall if, for example, the stairs are blocked by fire. After speaking to our safety coordinator, who spoke to the tourism contractor, this has not repeated itself.

Was able to squeeze some political sign abatement (removal from city property/public right-of-way) in the middle of the month, with some outreach to Public Works and Code Enforcement for additional assistance. We received more complaints this year about political signs than in the past 17+ years I've worked here (at least as I recall), and it's been many years since we've had to take such action.

## **PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)**

October 8, 2024 meeting (outcome): The Commission approved an Access Variance and Unlisted Use from a multi-permit application for an expansion of the CCMH campus along Gable Road. There was a Conditional Use Permit component that was continued to a future TBD date and time, which will require a new notice.

The Commission discussed term expirations of its members and due to a desire to discuss attendance expectations and to see the results of the upcoming election (a Commissioner is running for City Council), pushed this matter to the November meeting.



November 12, 2024 meeting (upcoming): The Commission will have a public hearing for part 2 of the 2024 Development Code amendments. Commission term expirations will also be on the agenda again.

## **ST. HELENS INDUSTRIAL BUSINESS PARK**

Finally, was able to get initial decision out for the Lot Line Adjustments in the early part of this month to create a parcel to contain the bulk of the old Boise paper mill for the “project arcadia” project and another parcel for a PGE substation on the St. Helens Industrial Business Park. The public hearing to sell the—to be determined—project arcadia parcel was at the end of August, but September was very busy. Interestingly, it was last October (2023) that I had a preliminary decision drafted for the PGE substation parcel when the solar manufacturer came to St. Helens looking for a large industrial site. The potential solar manufacturer delayed that decision, and now a year later, an actual decision has been issued.

**From:** [Jennifer Dimsho](#)  
**To:** [Jacob Graichen](#)  
**Subject:** October Planning Department Report  
**Date:** Tuesday, October 22, 2024 3:45:49 PM  
**Attachments:** [image001.png](#)

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Here are my additions to the October Planning Department Report.

## GRANTS

1. **Riverwalk Project (OPRD Grants x2)** – All four retaining walls are complete and backfilled. Contractor is working on the seatwalls, and remaining utilities. Construction timeline looks on track for an early completion. Coordinated with Communications on E-newsletter content. Reviewing/tracking submittals and RFIs. Attending bi-weekly check-ins with contractor and design team. Received and executed contract amendment to increase the LWCF grant award from **500k to 1.2 million!**
2. **Community Development Block Grant (CDBG): Sanitary Sewer Improvement Project** – \$2.5 million grant award to fund design/engineering/permitting for 3 sanitary sewer basins identified as deficient in the adopted Wastewater Master Plan. Reviewed 30% design during workshop with consultant team. Added design for pump station #7 into project and kicked this effort off with a meeting and site visit on 10/2. Prepared & received 2<sup>nd</sup> disbursement for design/engineering work through August. At approximately 30% of funds expended.
3. **CLG Historic Preservation Grant Program** – SHPO Certified Local Government Program. Received our contract for 17k. **Received final reimbursement from SHPO and closed out the project with a check for the full amount mailed to the applicant!**
4. **DLCD Technical Assistance Program** – 60k will fund a new Economic Opportunities Analysis (EOA). TAC meeting #2 provided feedback on comprehensive plan policies, which were incorporated into the final version to be reviewed at the final TAC meeting on 11/19. Submitted materials and mid-project report to receive 30k from DLCD for the work completed so far.
5. **ODOT Community Paths Program: St. Helens Scappoose Trail Refinement Project** – 405k to study a trail route refinement project (30% design) from St. Helens to Scappoose. Award is \$363,407, with a match of around 42k split between Scappoose, the County, and us. IGAs with County/Scappoose executed at 6/5 Council meeting. Invoiced project partners, received matching funds check from Scappoose and the County. SoW as approved by County and Scappoose sent to DOJ for review by ODOT.
6. **Travel Oregon Grant Program: Riverwalk Project** - 100k grant for Riverwalk Project. Anticipated to receive remaining 50k when project is complete by April 2025.
7. **ODOT TGM Program: Transportation Systems Plan** – ODOT says it could be 1 month before there is movement on the contract which allows us to move forward with consultant selection. Traffic counts via cameras began.

## PROJECTS & MISC



8. **Business Oregon – Infrastructure Finance Authority** – Low-interest loan for Streets & Utilities Project and Riverwalk improvements. Loan amendment to the Project Description to correspond with changes based on MEI’s construction contract and to extend the deadline to match the anticipated completion deadline of the Riverwalk Project is anticipated by the end of October. Preparing Disbursement Request #4 for mid-November which puts us at about 85% complete with expenditures on the loan. Attending regular check-ins. Reviewed regular Waterfront E-newsletter content regarding construction updates, closures, progress, etc. Follow the [City’s Waterfront E-newsletter](#) for timely updates.
9. **St. Helens US 30 Entry Sign** – Attended Columbia County Tourism Program Manager to discuss potential funding source for a St. Helens entry sign on US 30. Worked with Ramsay Signs to update our cost estimates for the existing design in both an illuminated and non-illuminated version.
10. **OAPA Conference** – Attended Oregon Planning Association Conference 10/17-10/18 in Portland, Oregon.

**Jenny Dimsho, AICP | Community Development Project Manager**

City of St. Helens | Planning Department  
265 Strand Street, St. Helens, OR 97051 | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)  
P: (503) 366-8207 | [jdimsho@sthelensoregon.gov](mailto:jdimsho@sthelensoregon.gov)



*Jak 9/2* Item #5.

ID	PERIOD	-----NAME-----	LICENSE CODE	BALANCE
00054	8/24/24- 8/24/25	ROAD END DESIGN	2NDHAND 2ND HAND DEALER/PAWN	0.00
00060	8/18/24- 8/18/25	CANBY DRYWALL INC	CONTSHEE CONTRACTOR-SHEETROCK	0.00
00063	8/28/24- 8/28/25	PLATINUM51 SALON LLC	BEAUTYSH BEAUTY/BARBER SHOP	0.00
00088	10/25/24-10/25/25	*BODY MIND SPIRIT HEALING LLC	THERAPY THERAPY/HEALING	0.00
00089	11/01/24-11/01/25	H & I STONE CASTING LLC	CONTCONC CONTRACTOR-CONCRETE	0.00
00167	9/03/24- 9/03/25	HOUBEN DEBORAH	CHILDCAR CHILD CARE	0.00
00707	8/11/24- 8/11/25	*JESSICA LINCE PORTRAITS	PHOTO PHOTOGRAPHY	0.00
00864	8/14/24- 8/14/25	OREGON INSULATION & REMODELING	CONTINSU CONTRACTOR-INSULATIO	0.00
00962	8/02/24- 8/02/25	PANTHEON COMICS & GAMES	RETVARI RETAIL - VARIETY	0.00
00967	8/12/24- 8/12/25	ATI PHYSICAL THERAPY	PHYSICIA PHYSICIAN/HEALTH CAR	0.00
00968	8/20/24- 8/20/25	WEST TECH	MISC MISCELLANEOUS	0.00
00973	9/04/24- 9/04/25	WESTERN WOOD STRUCTURES INC	CONTGEN CONTRACTOR-GENERAL	0.00
00986	9/26/24- 9/26/25	*LILI'S HOUSEKEEPING	JANITOR JANITORIAL SERVICES	0.00
00995	10/15/24-10/15/25	FAMILY RESOURCE HOME CARE	HOMECARE HOME CARE	0.00
00997	10/21/24-10/21/25	HALEY & ALDRICH, INC	CONSULT CONSULTING	0.00
01000	11/08/24-11/08/25	INFUSIONS & INJECTIONS	PHYSICIA PHYSICIAN/HEALTH CAR	0.00
01002	11/11/24-11/11/25	NATIONAL CONST. RENTALS INC.	FENCE FENCE	0.00
01004	11/11/24-11/11/25	HOFFMAN STRUCTURES, INC.	CONTCONC CONTRACTOR-CONCRETE	0.00
01006	11/11/24-11/11/25	HOFFMAN CONSTRUCTION COMPANY	CONTGEN CONTRACTOR-GENERAL	0.00
01009	11/20/24-11/20/25	COLUMBIA COUNTY MOBILE PT	HOME HOME HEALTH CARE	0.00
01011	11/26/24-11/26/25	MAJORS REAL ESTATE	REALEST REAL ESTATE	0.00
01128	8/27/24- 8/27/25	TAXNBOOKS INC	ACCOUNT ACCOUNTING	0.00
01138	9/18/24- 9/18/25	ALL N ONE ASPHALT SWEEPING LLC	MISC MISCELLANEOUS	0.00
01140	9/22/24- 9/22/25	ST HELENS LIQUOR	ALCOHOLT ALCOHOL/TASTING	0.00
01142	9/25/24- 9/25/25	ASURION APPLIANCE REPAIR LLC	REPAIR REPAIR - GENERAL	0.00
01147	10/05/24-10/05/25	WESTSIDE LAUNDRY	LAUNDRY LAUNDROMAT/CLEANING	0.00
01148	10/05/24-10/05/25	WESTSIDE LAUNDRY	LAUNDRY LAUNDROMAT/CLEANING	0.00
01222	8/19/24- 8/19/25	CROOKED CREEK BREWERY	RESTAURA RESTAURANT	0.00
01240	8/05/24- 8/05/25	*TIDY HAVEN HOME CLEANING	JANITOR JANITORIAL SERVICES	0.00
01243	8/18/24- 8/18/25	PEAK LANDSCAPE, INC	LANDSCAP LANDSCAPING	0.00
01244	8/23/24- 8/23/25	FOSTER MARY	2NDHAND 2ND HAND DEALER/PAWN	0.00
01245	8/25/24- 8/25/25	*R&R LANDSCAPING & IRRIGATION	LANDSCAP LANDSCAPING	0.00
01261	9/15/24- 9/15/25	*GABRIELLE'S BABRIELLES	ART ART	0.00
01267	9/26/24- 9/26/25	NORTH BY NORTHWEST SVCS LLC	CONTELEC CONTRACTOR-ELECTRICA	0.00
01270	9/29/24- 9/29/25	AMERICAN MARKET B	RETAIL RETAIL	0.00
01277	11/01/24-11/01/25	COCHRAN, INC.	CONTELEC CONTRACTOR-ELECTRICA	0.00
01361	9/05/24- 9/05/25	C.S.U.I	CONTMISC CONTRACTOR-MISC.	0.00
01366	9/12/24- 9/12/25	CHARTER MECHANICAL CONTRACTORS	CONTPLUM CONTRACTOR-PLUMBING	0.00
01367	9/01/24- 9/01/25	TREADWAY EVENTS ENTERTAINMENT	EVENTPLA EVENT PLANNING	0.00
01368	9/17/24- 9/17/25	*MARY HUBBARD PROPERTY MGMT	RENTSVCS RENTAL SERVICES	0.00
01371	9/17/24- 9/17/25	QUEEN BEADZ	HOBBY HOBBY/CRAFT	0.00
01374	9/18/24- 9/18/25	TENNESSEE CABLE SERVICE INC	CONTMISC CONTRACTOR-MISC.	0.00
01375	9/18/24- 9/18/25	TAK FISK, LLC	CONTMISC CONTRACTOR-MISC.	0.00
01379	9/20/24- 9/20/25	HOFFMAN LAYOUT & MODELING INC.	SURVEY SURVEYOR	0.00



LICENSE CODE	TOTAL	BALANCE
2NDHAND 2ND HAND DEALER/PAWN	2	0.00
ACCOUNT ACCOUNTING	1	0.00
ALCOHOLT ALCOHOL/TASTING	1	0.00
ART ART	1	0.00
BEAUTYSH BEAUTY/BARBER SHOP	1	0.00
CHILDCAR CHILD CARE	1	0.00
CONSULT CONSULTING	1	0.00
CONTCONC CONTRACTOR-CONCRETE	2	0.00
CONTELEC CONTRACTOR-ELECTRICA	2	0.00
CONTGEN CONTRACTOR-GENERAL	2	0.00
CONTINSU CONTRACTOR-INSULATIO	1	0.00
CONTMISC CONTRACTOR-MISC.	3	0.00
CONTPLUM CONTRACTOR-PLUMBING	1	0.00
CONTSHEE CONTRACTOR-SHEETROCK	1	0.00
EVENTPLA EVENT PLANNING	1	0.00
FENCE FENCE	1	0.00
HOBBY HOBBY/CRAFT	1	0.00
HOME HOME HEALTH CARE	1	0.00
HEMOCARE HOME CARE	1	0.00
JANITOR JANITORIAL SERVICES	2	0.00
LANDSCAP LANDSCAPING	2	0.00
LAUNDRY LAUNDROMAT/CLEANING	2	0.00
MISC MISCELLANEOUS	2	0.00
PHOTO PHOTOGRAPHY	1	0.00
PHYSICIA PHYSICIAN/HEALTH CAR	2	0.00
REALEST REAL ESTATE	1	0.00
RENTSVCS RENTAL SERVICES	1	0.00
REPAIR REPAIR - GENERAL	1	0.00
RESTAURA RESTAURANT	1	0.00
RETAIL RETAIL	1	0.00
RETVARI RETAIL - VARIETY	1	0.00
SURVEY SURVEYOR	1	0.00
THERAPY THERAPY/HEALING	1	0.00
TOTAL ALL CODES:	44	0.00

\*\*\* SELECTION CRITERIA \*\*\*

License Range: thru ZZZZZZZZZZ  
 License Codes: All  
 Balance: 999999999R thru 9999999999  
 Fee Codes: All  
 Fee Paid Status: Paid and Unpaid  
 Origination Dates: 0/00/0000 thru 99/99/9999  
 Effective Dates: 0/00/0000 thru 99/99/9999  
 Expiration Dates: 0/00/0000 thru 99/99/9999  
 Renewal Dates: 0/00/0000 thru 99/99/9999  
 Payment Dates: 0/00/0000 thru 99/99/9999  
 Print Dates: 0/00/0000 thru 99/99/9999  
 License Status: Active  
 Termination Code:  
 Paid Status: Paid  
 City Limits: Inside and Outside  
 Printed: No  
 Comment Code:

\*\* END OF REPORT \*\*



# Suggestion Boxes

## Library

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
5/22/24	Michele is a blessing. I love her. She needs pay.	Wonderful	No	Janet T.	Great	11/6/24	Suzanne Bishop	N/A	11/6/24
6/19/24	I suggest the Library be closed on Juneteenth.	None	No	Jessica L.	Great	11/6/24			
6/19/24	The Library is wonderful!	Please take Juneteenth off in the future!	No	None	Great	11/6/24			
9/7/24	So happy you have a copier here on a Saturday. The staff were super helpful.	None	No	None	Great	11/6/24	Suzanne Bishop		11/6/24

## City Hall – 1<sup>st</sup> Floor Lobby/ Council Chambers Lobby/Utility Billing & Court Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
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None